



Valid as of May 10th, 2024

Terms & Conditions

The following are the terms and conditions of the agreement ("Agreement") for the Sale(s) of any product(s) and/or equipment entered into by and between Freedom Conex LLC, a North Carolina Limited Liability Company ("Company") and the customer(s) ("Customer") (collectively, the "Parties") for the purchase of a shipping container, or any related products, provided by Freedom Conex LLC. The terms and conditions of this Agreement shall become effective upon the date of execution of this Agreement, upon delivery of the container to the Customer, or payment for the specified products invoiced by Freedom Conex LLC.

General

- Prices contained in any invoice created by Freedom Conex LLC ("Invoice"), if any, are subject to change without notice prior to an authorized signature or payment by the Customer.
- Prices within any Invoice are valid for three (3) calendar days, after which the Customer should inquire of Freedom Conex LLC and/or its associated sales reps, a new invoice.
- Freedom Conex LLC reserves the right to update or change any pricing discrepancies made by the Company and/or its affiliates.
- Customer expressly agrees that the product(s) and/or equipment listed in any Invoice shall remain property of Freedom Conex LLC until payment is made in FULL. Failure to pay and settle any/all debts will result in repossession of the unit and/or any unrecovered debts owed by the Customer. This does not relieve the Customer from liability for specific costs incurred while settling potential debts included legal fees and court costs at the Company's expense. The Customer shall not have the right to sell, transfer, or assign any product(s) and/or equipment until payment has been made in full.
- Freedom Conex LLC reserves the right to cancel any order at any time. If the Customer cancels the order, a 10% cancellation fee will be incurred by the Customer if delivery has been scheduled.
- Freedom Conex LLC cannot guarantee color of any products and/or equipment purchased.

Payment Terms

- Balance due shall be paid in FULL to Freedom Conex LLC before any product(s) and/or equipment are scheduled for delivery or the order is fulfilled. If the Customer is approved for Afterpay, all payments due shall be paid in FULL to Freedom Conex LLC within forty-eight (48) hours after delivery.
- Any/all payments shall be made in the currency and mode specified by the Freedom Conex LLC, unless agreed upon otherwise, to include a valid credit or debit card, wire transfer, ACH transfer, Electronic Funds Transfer, cashiers-check, e-check, or mailed check.
- Any payments over \$10,000.00 must be made by wire transfer, ACH transfer, Electronic Funds Transfer, e-check, or mailed check. Any payments over \$10,000.00 paid by credit or debit card will be refunded immediately less the 3% processing fee.
- The Customer acknowledges the obligation to make payment in full and on time as per the agreed upon terms. Any delay in payment beyond the mentioned period will incur additional charges, including but not limited to, late fees amounting to \$100.00 per twenty-four (24) hour period, interest, or penalty fees.
- Freedom Conex LLC holds the right to make any exceptions to the above clause if payment is made by check and the check is returned NSF, the Customer will be responsible for additional expenses incurred by Freedom Conex LLC as a result of the returned check. Freedom Conex LLC reserves the right to charge additional fees as allowed by law for checks returned NSF. These fees include a \$35.00 service charge.
- In case of non-payment or delay in payment beyond the specified period, Freedom Conex LLC reserves the right to take legal action to recover the outstanding amount, including any associated costs or fees. The Customer shall be responsible for any legal or collection expenses incurred by Freedom Conex LLC due to non-payment or late payment.
- Freedom Conex LLC will not be responsible for any fees incurred by the Customer while completing payment and settling debts from any Invoice to include, but not limited to, credit or debit card processing fees or wire transfer fees.

Our Containers

One Trip (New)

A New shipping container, referred to as a One Trip shipping container, is a container that has only transported a single load of cargo across the ocean after being manufactured.

- Highest quality container on the market
- Structurally sound, with little to no dents or scratches
- All scratches on container body under 2mm deep
- Comes with a valid CSC (Container Safety Convention) plate
- Completely sealed, with zero daylight visibility from inside the container when closed
- Meets all standards for transporting goods safely

Cargo Worthy (Used)

A Used Cargo Worthy container is deemed SUITABLE for cargo transport after it receives a maritime inspection and receives a seaworthy certificate.

- Ready to be certified for transport
- A minimum of 50% mark-free interior with some scuffing, scratching, and minor surface rust
- Floors may be stained, marked or have minor delamination
- More prevalent corrosion and dents visible
- Likely to have undergone previous repairs
- Ideal for shipping cargo after being certified

Pick Up

- Pick Up orders are usually processed within two (2) business days, but may take longer depending on the payment method used, holiday schedules, weather, and other extenuating circumstances. Once the order is fully processed, the Customer will receive an email containing the release order information required to schedule pick up from the specified location.
- The Customer is responsible for contacting the depot prior to picking up the units to verify the unit(s) is accessible. If the Customer fails to verify accessibility prior to arriving to the depot, and the unit is not accessible upon arrival, Freedom Conex LLC will not be liable for any costs incurred to include, but not limited to, dry run fees.
- It is the driver/carrier's responsibility to inspect the unit prior to out-gating to verify that the container is in the specified condition as per the release order. Once the unit has been out-gated, no returns or rejections will be accepted.
- Freedom Conex LLC provides seven (7) calendar days of free storage. After the seven (7) free days for storage has elapsed, there will be a daily storage fee of \$10.00 per day until the unit is picked up and out-gated.
- If the unit is not picked up WITHIN fourteen (14) calendar days, Freedom Conex LLC has the right to cancel the order and retract the provided release order at their discretion.

Delivery

- Delivery of any and all product(s) and/or equipment will be made to the address provided by the Customer. Delivery dates may be rescheduled due to inclement weather, driver running behind, accidents, equipment issues, etc. Customer agrees to waive Freedom Conex LLC from any damages or costs incurred due to rescheduling for any reason.
- It is the Customer's responsibility to thoroughly inspect the product(s) and/or equipment upon delivery. Any defects or discrepancies should be reported to the seller immediately prior to accepting delivery. Failure to notify Freedom Conex LLC within the specified time frame implies acceptance of the product(s) and/or equipment in its delivered condition.
- If the delivery cannot be made due to space limitations, unsuitable environment for delivery (i.e. wet ground, snow, mud, no clear path for delivery, graded hills, low bridges, or any similar situations), it is the Customer's responsibility to cover delivery fees or any costs incurred for failed delivery.
- Fees for a failed delivery include the fee to transport the product(s) and/or equipment to the delivery location, return delivery fees, or any third-party costs such as wrecker or tow costs.
- It is the Customer's responsibility to inform Freedom Conex LLC prior to delivery if there is potential inclement weather that may hinder proper delivery so as to allow Freedom Conex LLC and its associated partners to reschedule delivery to avoid any possible damages and/or charges. In the case that the Customer does not have adequate space for delivery, Freedom Conex LLC and its associated partners will confer with the Customer to determine which of the following options is the best course of action:
 - Determine that the delivery cannot be made and confirm that the attempt shall be deemed a failed delivery.

- Determine a suitable location for the product(s) and/or equipment to be placed and transferring responsibility of the product(s) and/or equipment to the Customer and deeming the delivery complete. In the case there is no other place to unload the product(s) and/or equipment, the previous option will be exercised by default.
- If the Customer is not present to accept delivery, or there is no party present to accept delivery on behalf of the Customer, any delays caused by the Customer longer than 30 minutes while on the Customer's property will be billed at an hourly rate of \$100.00 paid directly to the delivery company or to Freedom Conex LLC.
- Freedom Conex LLC uses third party transport companies to fulfill all deliveries and all third-party companies are insured and liable for the entire delivery process. All third-party transport companies are required to have a USDOT number displayed.
- Freedom Conex LLC shall have no liability whatsoever for loss or damage due to late delivery or non-delivery of the product(s) and/or equipment. Furthermore, if Freedom Conex LLC's performance of any sales invoice is, in whole or in part, prevented or hindered by any cause whatsoever, Freedom Conex LLC shall have the right to cancel, without any liability on its part, all or portions of the sales invoice so affected. Customer waives all rights to claim, in any form detrimental reliance or estoppel, based on Freedom Conex LLC's late delivery, non-delivery, etc. Freedom Conex LLC outsources delivery to local providers at or near cost to help simplify the purchase process for customers that do not have the ability to transport the product(s) and/or equipment provided by Freedom Conex LLC. Customer waives Freedom Conex LLC of any/all liability associated with the product(s) and/or equipment delivery including any damage to the property of the Customer associated with the delivery.

Satisfaction Guarantee

- Freedom Conex LLC provides a 90-day limited protection policy from the date of delivery. This policy covers leaks, the doors (properly seal, open, close, etc.), the door seals, the floors (free of holes or excessive damage), and the roof.
- This policy provided by Freedom Conex LLC follows a strict claim process and will only be considered for approval if submitted within the 90 days following delivery. To submit a claim for any deficiencies of any product(s) and/or equipment provided by Freedom Conex LLC, please email customercare@freedomconex.com stating your concerns and the details of your claim.
- No claim will be approved prior to payment in full of any corresponding invoice.
- Pending approval of any claim, Freedom Conex LLC will repair or replace any product(s) and/or equipment within the policy period if the product does not meet the minimum standards of the product(s) and/or equipment listed within the corresponding Invoice. This policy does not cover cosmetic issues such as surface rust, dents less than twenty-four (24) inches in diameter *and* four (4) inches deep, or scratches.
- This policy only applies to product(s) and/or equipment provided by Freedom Conex LLC and does not cover any damage caused by the deficiencies to include, but not limited to, damage to any contents within any product(s) and/or equipment provided by Freedom Conex LLC.
- Repairs will be made by one of the following options:
 - Customer will be responsible for finding, coordinating, and hiring a local licensed contractor capable of repairing the corresponding deficiency of any product(s) and/or equipment provided by Freedom Conex LLC. After the repairs have been made, the Customer will be responsible for submitting documentation proving repairs have been made and the documentation describing the fees incurred to repair the deficiency. Once the documentation is submitted, verified, and approved by Freedom Conex LLC as acceptable proof that the repairs have been made safely and, in their entirety, by a qualified contractor capable of making the repairs, and that the fees incurred are reasonable and complete, Freedom Conex LLC will reimburse the Customer all fees incurred required to make such repairs. Customer has thirty (30) days after the claim has been submitted and approved to exercise the actions described in this option.
 - Freedom Conex LLC will hire a licensed local contractor capable of repairing the corresponding deficiency of any product(s) and/or equipment provided by Freedom Conex LLC. All costs for any approved repairs will be covered by Freedom Conex LLC. Freedom Conex LLC has ninety (90) days after the claim has been submitted and approved to exercise the actions described in this option.

Lifetime Leak Warranty

- If no claim is made within the timeframe allotted by the aforementioned Satisfaction Guarantee, Freedom Conex LLC also provides a limited Lifetime Leak Warranty. If the Customer discovers a leak outside of the 90-day period, Freedom Conex LLC will send the Customer an industry approved container patch. Instructions will be provided on how to install the patch and will need to be installed by the Customer. The patch is manufactured out of extremely durable fiberglass re-enforced polyester fabric that bonds to the metal surface. The patch is flexible and easy to apply and becomes solid when fully cured. The patch takes approximately five to ten minutes to cure while under a UV lamp or direct sunlight or one to two hours in other conditions. Once the patch is fully cured, it can be drilled, sanded, or painted, and is resistant to many common chemicals, solvents, and oils.
- Freedom Conex LLC is always willing to assist Customers in whatever way necessary to resolve any issues, both described and undescribed, in this clause. If any concerns may arise, the Customer is responsible for emailing customercare@freedomconex.com within a reasonable amount of time after delivery. Failure to do so will limit the

amount of support that can be provided by Freedom Conex LLC. All decisions to provide additional customer support will be made exclusively by the Freedom Conex LLC Management Team.

Returns/Rejections/Cancellations

- Freedom Conex LLC does not accept ANY returns or rejections of delivered products. All sales, transactions, and contracts are final. Upon signing the Afterpay application, accepting delivery of any product(s) and/or equipment from Freedom Conex LLC, or submitting payment for an Invoice provided by Freedom Conex LLC, the Customer acknowledges and agrees that all sales are final. The Customer understands that once the product(s) and/or equipment have departed the pick-up location, no returns or rejections will be entertained.
- In exceptional cases where the product(s) and/or equipment delivered do not conform to the agreed upon specifications, or are significantly different from what was ordered, the customer may be eligible for resolution or exchange, subject to Freedom Conex LLC's sole discretion. The Customer must notify Freedom Conex LLC of such exceptional circumstances prior to accepting delivery, providing detailed evidence and supporting documentation. Freedom Conex LLC retains the right to investigate and reach a resolution or exchange based on the information provided.
- In the case of damages or non-conformities due to transportation or other uncontrolled causes, the Customer must contact the carrier or relevant third-party service provider responsible for the delivery. Freedom Conex LLC shall not be held responsible for damages or non-conformities occurring during the delivery process.
- This return/rejection clause shall be governed by and construed in accordance with the laws of the State of North Carolina. Any disputes arising from or related to this clause shall be exclusively brought in the courts of the State of North Carolina.
- By accepting the delivery of the product(s) and/or equipment, the customer affirms that they have read, understood, and agreed to abide by this returns/rejection clause, acknowledging that all sales are final and no returns or rejections will be accepted after any product(s) and/or equipment have departed the pick-up location.
- If the Customer decides to cancel an order once the Afterpay contract has been signed and delivery has been scheduled, or once payment for any Invoice has been made and the delivery has been scheduled, the Customer is responsible for paying a 10% cancellation fee, any applicable processing fees, to include, but not limited to, card processing fees, and any applicable taxes related to the order.
- If the Customer decides to disregard this policy and reject a container during delivery, the customer will be subject to pay the delivery charge plus the return delivery charge as well as the 10% cancellation fee and will be billed on the following business day.
- If the Customer disregards the official Freedom Conex LLC rejection policy, the Customer is required to sign the delivery confirmation form stating that delivery and/or product has been rejected. If the Customer fails to sign the delivery confirmation form signifying refusal to accept delivery, the Customer forgoes any entitlement to a refund or monetary compensation. Failure to sign the delivery confirmation form denotes the Customer is waiving all ownership rights to the container, refund, or adjustments to the corresponding invoice.
- If the Customer refuses to sign the delivery confirmation form for any reason, the delivery confirmation form will state that the Customer refused to produce a signature and Freedom Conex LLC will follow the procedure outlined above.
- Any outstanding balance owed by the Customer is required to be made within 48 hours after the Customer has been billed.

Disclaimer of Warranties/Damages

Freedom Conex LLC disclaims and the Customer waives and releases Freedom Conex LLC from any and all representations and warranties, either expressed or implied, as to any matter whatsoever, including without limitation (a) the design, condition, availability, operation, merchantability, or fitness for use of the product(s) and/or equipment; (b) The fitness of the product(s) and/or equipment for any particular use or purpose of the Customer; (c) The conformity or modification of the product(s) and/or equipment to the specifications required by any country or political subdivision within which the product(s) and/or equipment may be used. Customer acknowledges and agrees that Freedom Conex LLC shall have no liability to the Customer for any claim, loss, or damage caused or alleged to have been caused directly, indirectly, incidentally, or consequentially by the product(s) and/or equipment, or by any inadequacy thereof or deficiency or defect therein, or by any incident whatsoever in connection therewith whether arising in strict liability or otherwise. Under no circumstances shall Freedom Conex LLC be liable hereunder for any lost profits or for special, consequential, or exemplary damages, even if Freedom Conex LLC has been advised of the possibility of such damages.

Taxes

Purchaser agrees to assume exclusive liability for and to pay, indemnify and hold Freedom Conex LLC harmless from all sales or use taxes, transfer, title and registration fees, VAT, domestication, personal property taxes or other taxes, tolls, levies, imposts, duties or governmental charges imposed in connection with the sale of the product(s) and/or equipment, or any services rendered by Freedom Conex LLC in connection with this sale of the product(s) and/or equipment, including any penalties, fines, or interest thereon and to prepare all necessary filings (including VAT filings that may be required under the reverse-charge provisions).

Remedies/Waiver

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Assignment

Purchaser may not assign this Agreement nor any of its rights or obligations herein without Freedom Conex LLC's prior written consent, which consent may be withheld for any reason.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any legal actions arising from or related to this agreement shall be exclusively brought in the courts of the State of North Carolina.

Binding Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial or other Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs associated with initiating arbitration should be divided equally. The prevailing party shall be awarded all attorney fees and costs associated with bringing this action.

Entire Agreement

This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and each and every term and condition hereof, shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective permitted successors and assigns.

Indemnification

Customer will, defend at its own expense and indemnify and hold harmless Freedom Conex LLC, its agents, employees and indemnities from and against any and all claims, losses, damages, liabilities, demands, actions, costs, expenses and fees (including attorneys' fees) arising out of, or in connection with, the sale of the listed product(s) and/or equipment to the Customer or any subsequent use, operation or disposition of the product(s) and/or equipment.

Acceptance

- Any Invoice may be accepted to form a binding contract upon any one of the following options:
 - Signature and/or payment for the items listed in any Invoice prior to the expiration date.
 - Issuance of a purchase order in reference to an Invoice prior to the expiration date.