



SALES TERMS AND CONDITIONS

CONEX XPRESS, LLC

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By placing an order, making payment, accepting a quote, signing a quote or contract, or accepting delivery of any container or related equipment from Conex Xpress, the Buyer acknowledges that they have read, understood, and agree to be bound by these Sales Terms and Conditions.

1. About Conex Xpress

Conex Xpress, LLC ("Conex Xpress," "Company," "we," "us," or "our") is an Alabama-based provider of steel shipping containers for sale, rent, and rent-to-own, along with related delivery, placement, and customization services. We serve businesses, contractors, property owners, government agencies, schools, and individuals primarily throughout the Southeast United States.

Our goal is to deliver the right container, in the condition grade described, to the right location, at the price quoted — with no hidden fees.

These Sales Terms and Conditions govern all purchases of containers and related products. **Rental and rent-to-own transactions are subject to separate written agreements** that may contain additional or different terms.

2. Customer Support

Conex Xpress is committed to assisting customers with questions regarding their containers. Support is available during normal business hours via phone, email, or our website.

- Assistance with container questions and recommendations
- Guidance on maintenance and common issues
- Recommendations for accessories and parts

Contact us using the information at the end of these Terms. Response times may vary based on volume and complexity.

3. Service Area

We deliver shipping containers primarily throughout the Southeast United States, including Alabama, Georgia, Tennessee, Mississippi, Florida, South Carolina, North Carolina, and surrounding states and metros (including but not limited to areas near Birmingham, AL, Dallas TX, Houston TX, Mobile AL, Atlanta GA, Memphis TN, Savannah GA, Jacksonville FL, Louisville KY, and Charleston SC.), subject to inventory availability, logistics capacity, and site accessibility.

Delivery to additional locations may be available upon request and is subject to additional charges and feasibility review.

4. Quotes, Order Placement & Payment

- All quotes provided by Conex Xpress are intended to be **all-inclusive** of the container price and standard delivery/placement to the stated location, unless otherwise clearly noted. There are no hidden fees added after the quote is accepted, subject to the exceptions below (site conditions, failed delivery, changes requested by Buyer, etc.).
- Quotes are non-binding until confirmed in a written or electronic order confirmation, signed agreement, or accepted invoice,

and are subject to container availability and final site access verification.

- Anticipated delivery windows are typically within 5-10 business days of order confirmation and payment (or as otherwise agreed), subject to logistics scheduling. Our team will contact you to coordinate delivery details.
- Colors of used, Cargo Worthy, or Wind & Water Tight containers cannot be guaranteed. For One-Trip containers, specific color requests must be coordinated in advance with your sales representative and may not always be available.

5. Delivery Details

- Please allow approximately 4 business days after order confirmation for a specific delivery date to be scheduled.
- Deliveries are typically made Monday through Friday. We do not deliver on weekends or federal holidays unless specially arranged.
- Delivery includes professional placement by our third-party delivery partners (who carry their own insurance and display USDOT numbers). Conex Xpress uses reputable third-party carriers for transport and delivery.
- Buyer is responsible for providing accurate delivery address and site condition information. Inaccurate information may result in delays, additional fees, or failed delivery charges.

6. Site Preparation Requirements – Prepare for Delivery

Buyer is solely responsible for preparing the delivery site. Conex Xpress and its delivery partners are **not responsible** for any damage to Buyer's property (including but not limited to ground, lawn, fences, mailboxes, wires, pipes, landscaping, or structures) caused during delivery or placement.

Buyer must ensure:

- A clear, unobstructed path free of mud, holes, power cables, low-hanging wires, trees, mailboxes, poles, or other obstacles.
- A minimum of approximately 120 feet of straight, level, firm space for truck and trailer access and unloading (trailers are typically 40+ feet; trucks 20+ feet).
- Sufficient room from the street onto the property for the truck and trailer to maneuver and unload a 20', 40', or 45' container.
- The ground is firm and dry enough to support the delivery equipment. Soft, wet, snowy, muddy, or unstable ground may prevent safe delivery.

If the truck cannot safely access or unload at the property due to inadequate street width, wet/muddy/snowy conditions, lack of clear path, graded hills, low bridges, or similar issues caused by site conditions, the Buyer is responsible for the resulting failed-delivery fees.

If space is insufficient, the carrier may unload the container as close as reasonably possible to the property line, after which it becomes the Buyer's responsibility to move the container further onto the site. If no safe unloading location exists, the container will be returned to the depot and failed-delivery charges will apply.

Delivery companies generally cannot remain on site more than 30 minutes. Delays caused by the Buyer beyond this time may incur additional charges of \$100 per hour (or the then-current rate charged by the carrier), payable immediately to the delivery company or to Conex Xpress. Buyer authorizes Conex Xpress to charge the payment method on file for such amounts if not paid promptly.

Please notify Conex Xpress in advance if adverse weather or soft ground is expected so that delivery can be postponed when possible.

7. Failed Delivery Fees

In the event of a failed delivery due to site conditions, Buyer refusal of a container that meets the ordered grade description, or other Buyer-related causes, the following fees typically apply (and Buyer agrees to pay them):

1. The original delivery fee paid (or quoted).
2. A second delivery fee for returning the container to the depot/warehouse.
3. Any third-party costs such as wrecker, tow, or extra equipment fees if required.
4. Applicable cancellation fee (see below).

If a used / WWT / Cargo Worthy container is rejected at delivery solely for cosmetic appearance (surface rust, dings, dents, patches) while the unit meets the Wind & Water Tight or Cargo Worthy classification ordered, two delivery fees plus any

applicable cancellation fee will apply for a redelivery of the same classification. Upgrading to a One-Trip container will require payment of two delivery fees plus the price difference.

8. Cancellation Policy

For delivery orders:

- If canceled on the day of scheduled delivery, the delivery fee is non-refundable. Buyer will receive a refund for the container cost (less any applicable restocking or other fees), but not the delivery fee.
- If canceled at least 24 hours prior to the scheduled delivery date, a cancellation fee of \$100 per container (or the then-current fee) will be charged.
- Damages or extra charges to delivery trucks/trailers caused by Buyer's on-site conditions shall be paid immediately by Buyer upon demand to the delivery company or to Conex Xpress. Buyer authorizes charges to the payment method on file if unpaid.

For pick-up orders:

- Cancellation incurs a \$100 per container cancellation fee (or then-current fee).

9. Delayed Delivery or Pick-Up

Buyer may request to postpone delivery or pick-up for up to 45 days from the date of first payment or signed order/contract. If the container is not accepted for delivery or picked up within 45 days, Conex Xpress may refund the payment (less any non-refundable fees) and the Buyer will need to place a new order at then-current pricing and availability.

After 14 days in delayed status:

- To resume delivery, Buyer must provide at least 10 business days' notice before the desired delivery date.
- To resume pick-up, Buyer must provide at least 5 business days' notice.

10. Container Grades and Descriptions

On quotes, invoices, and order confirmations, the grade of container ordered will be clearly stated. Conex Xpress sells containers in the following standard industry grades:

One-Trip (also referred to as New / Near-New)

Containers that are typically 1–2 years old and have made at most one overseas voyage (or none). They arrive in excellent cosmetic condition with minimal dings, dents, or surface rust and clean interiors. These are the premium appearance option.

Cargo Worthy (CW)

CSC-certified containers that are structurally sound, guaranteed wind and water tight, and suitable for continued shipping use if desired. They may show minor cosmetic wear such as surface rust, dings, and dents. Excellent value for commercial and contractor applications where appearance is secondary to structural integrity.

Wind & Water Tight (WWT)

Used containers guaranteed not to leak, with fully functional doors, and structurally sound for secure storage. They typically show more visible cosmetic wear (rust, dents, weathering, patches) consistent with prior service. Ideal for job-site, farm, and utilitarian storage where function matters more than appearance.

Conex Xpress stands behind its grading standards. The container delivered will match the grade description provided. Customers in Alabama are encouraged to visit our Bessemer, AL or Harpersville, AL location or other Alabama showrooms to inspect containers prior to purchase when practical.

Important: We cannot guarantee specific colors for used, CW, or WWT units. For One-Trip units, color requests must be coordinated in advance and are subject to availability.

By purchasing, Buyer acknowledges that containers (especially used, CW, and WWT) may have normal wear including surface rust, dings, dents, scratches, and patches consistent with their grade. Buyer agrees that such cosmetic characteristics do not constitute defects when the container meets the stated grade (wind and water tight / cargo worthy / one-trip condition).

11. Inspection, Acceptance, and Sales Final

If the delivered container does not conform to the ordered grade description or is defective in a manner that prevents its intended use, Buyer must notify the logistics coordinator **immediately during the unloading process while the truck is still on site**. Failure to do so may limit remedies.

By accepting delivery of the equipment (including by allowing the driver to leave the container at the site), Buyer acknowledges and accepts the container's condition as presented and delivered.

All sales are final. No refunds or exchanges are available after the equipment has been delivered and accepted, except as may be required by applicable law or as expressly stated in a separate written warranty provided by Conex Xpress.

12. Warranty Disclaimer and Limitation of Liability

Except as expressly stated in a separate written warranty provided by Conex Xpress (if any), all containers and equipment are sold **AS IS**.

Buyer acknowledges that used and previously-traveled containers are not limited to having normal wear and tear of dents, rust, dings, scratches, etc., consistent with their grade.

To the maximum extent permitted by Alabama law, Conex Xpress disclaims all representations and warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, design, condition, availability, or operation of the purchased equipment.

Conex Xpress shall have no liability for any claim, loss, or damage caused directly, indirectly, incidentally, or consequentially by the equipment or by any inadequacy thereof, except to the extent caused by Conex Xpress's gross negligence or willful misconduct.

Limitation of Liability: To the fullest extent permitted by law, Conex Xpress's total liability arising out of or related to any sale or these Terms shall not exceed the amount actually paid by Buyer for the specific container or service giving rise to the claim. In no event shall Conex Xpress be liable for indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, downtime, or property damage arising from site conditions or delivery.

Third-party delivery companies are independently insured and primarily liable for the delivery process itself.

13. Governing Law and Dispute Resolution

These Sales Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflict-of-law principles. Any disputes arising under these Terms shall be resolved in the state or federal courts located in Alabama, and Buyer consents to personal jurisdiction there.

14. Modifications and Entire Agreement

Conex Xpress reserves the right to update these Terms at any time. The version in effect at the time of order placement governs that transaction. These Terms, together with the applicable quote, invoice, order confirmation, and any separate written warranty or rental agreement, constitute the entire agreement between the parties concerning the subject matter hereof and supersede prior discussions.

15. Contact Information

CONEX XPRESS, LLC
5327 Highway 280
Harpersville, AL 35078-6335

Phone: (205) 749-5080
Email: info@conexxpress.com

Website: <https://www.conexxpress.com>

Questions regarding these Terms may be directed to the contact information above.

Acknowledgment

By completing payment, signing a quote or contract, or accepting delivery, Buyer confirms that they have read and agree to these Sales Terms and Conditions in full.

Thank you for choosing CONEX XPRESS, LLC.