

Terms & Conditions for Equipment

By doing business with KB John LLC, you agree and accept the terms and conditions outlined below. These terms and conditions reflect the standard terms and conditions in the global container shipping industry.

1. Terms of Sale

1.1 KB John LLC (“**KB John**”) is a nationwide direct seller of new & used shipping containers (“**Equipment**”) to business and residential customers. KB John is not a manufacturer of Equipment; therefore, we are not responsible for container defects. Equipment is being sold by KB John to you in accordance with the terms herein (“**Agreement**” or “**Sales Order**”) and/or fabrication contract (Document).

2. Title and Ownership

2.1 The legal and beneficial ownership of Equipment shall at all times remain exclusively with KB John and you will not acquire any rights of ownership therein until all monies due to KB John under this Agreement or Sales Order are paid in full.

3. Disclaimer of Warranties and Damages

3.1 All Equipment sold hereunder is specified in Agreement, Sales Order, or Invoice as “As-Is” Where-Is”. KB John, not being the manufacturer or agent of the manufacturer of any of Equipment sold hereunder, makes no warranties, either express or implied as to the fitness of Equipment for any particular purpose, or as to the quality, design, condition, capacity, suitability, merchantability, or performance of any of Equipment or of the material or workmanship thereof.

3.2 All risks aforesaid, as between KB John and you or as between KB John and any third-party following the sale of Equipment to you will be borne by you at your sole risk and expense and you accordingly waive and agree not to assert any claim whatsoever against KB John based thereon. You additionally agree, regardless of cause, not to assert any claim whatsoever against KB John for loss of anticipatory profits or consequential damages with respect to any of the Equipment sold hereunder. Furthermore, you agree at your sole cost and expense to defend, indemnify and hold KB John harmless from and against any and all claims for personal injury, death and/or property damage raised by any of your employee, agent and/or representative and/or by any third party following the earlier to occur of delivery or possession or transfer of Equipment to you, whether such claims arise from or are related to Equipment and/or the transfer to you, as well as from and against any and all costs, expenses and damages incurred by KB John with respect thereto.

3.3 To the extent permitted by applicable law, you hereby waive the benefit of all protections and remedies against KB John provided to you at law or in equity with respect to any defects or damages arising out of or relating to the design, manufacture, quality, or condition of any of Equipment sold hereunder. No oral agreement, guaranty, promise, condition, representation, or warranty made to you by KB John, its employees and/or agents with respect to Equipment shall be binding upon KB John; all prior conversations, agreements or representations related thereto and/or to Equipment are integrated herein, and no modification hereof shall be binding upon KB John unless in writing and signed by an authorized representative of KB John.

4. Exclusionary Clause

4.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, UNDER NO CIRCUMSTANCES WILL KB JOHN BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF GOODWILL) ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, POSSESSION, OR USE OF THE EQUIPMENT, EVEN IF KB JOHN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KB JOHN'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO KB JOHN FOR EQUIPMENT SUBJECT TO THE CLAIM.

5. Payment

5.1 You agree to pay for Equipment strictly in accordance with the payment terms and schedule set forth in the applicable Agreement, Sales Order, and/or Invoice. Unless otherwise agreed in writing by KB John, all payments shall be made in U.S. Dollars to the address or account designated by KB John.

5.2 Time is of the essence with respect to all payment obligations hereunder.

5.3 Failure to make payment when due constitutes a material breach of this and any other agreement between you and KB John. In such event, KB John may, without notice and in addition to any other remedies available at law or in equity, suspend performance or terminate any and all agreements with you. If payment is not made when due, KB John will be entitled to charge interest on the overdue amount at a rate of four percent (4%) per annum above the prime rate published by The Wall Street Journal, calculated on a daily basis. You will also be responsible for all reasonable costs of collection, including attorneys' fees and court costs, incurred by KB John in recovering any overdue amounts. These remedies are in addition to, and not in lieu of, any other rights or remedies available to KB John at law or in equity.

5.4 If payment is made and subsequently returned or dishonored due to insufficient funds, a stop payment, or any other reason, you will be liable for all resulting damages as permitted by applicable law, including reasonable costs incurred by KB John to recover the Equipment and collect the unpaid amounts, together with attorneys' fees, court costs, and any applicable service charges.

5.5 KB John shall have no obligation to commence or continue manufacturing, customization, or delivery of Equipment until all payments due as of such time under the Agreement, Sales Order, or applicable invoice have been received by KB John in cleared funds.

6. Taxes, Tariffs, and Importation

6.1 You agree to assume exclusive financial responsibility for and to pay, indemnify, and hold KB John harmless from all applicable U.S. federal, state, and local sales taxes, use taxes, excise taxes, personal property taxes, customs duties, tariffs (including Section 301 and other trade remedy tariffs), import/export taxes, and any other governmental fees, charges, or assessments (excluding KB John's income taxes) arising from or relating to the sale, transfer, delivery, use, importation, or re-exportation of the Equipment (collectively, "**Taxes and Tariffs**"), including any interest, penalties, or similar liabilities associated therewith.

6.2 If KB John acts as the Importer of Record, you will be solely responsible for all applicable duties, tariffs, and other import-related Taxes and Tariffs, as well as any fees, penalties, or charges imposed in connection with the importation of the Equipment. KB John will not advance or outlay any such amounts on your behalf. KB John will effect payment of such amounts only upon your full payment of the corresponding obligations to KB John. You further agree to provide any documentation or information reasonably requested by KB John to facilitate customs clearance or regulatory compliance.

6.3 If you or your designee acts as the Importer of Record, you assume full responsibility for compliance with all applicable import laws and regulations, including filing all customs documentation, payment of duties and

Tariffs, and fulfillment of licensing, classification, and reporting obligations. You agree to provide KB John, upon request, with documentation evidencing compliance with these requirements.

6.4 In all cases, you will be responsible for any costs, penalties, or damages incurred by KB John due to your non-compliance or delay in meeting your obligations under this provision.

7. Fabrication

7.1 At your request, KB John may provide fabrication services to modify, add to, change, or install features on Equipment purchased from KB John. Upon your acceptance of the sales order as acknowledgment of the requested fabrication services and return of the signed sales order to KB John, a binding contract is formed based on the specifications and terms outlined in that document. The signed fabrication document will become part of the overall Agreement governing your purchase of the Equipment.

7.2 Fabrication work will commence only upon mutual agreement on payment terms, as set forth in the Agreement. If you fail to make any additional required payments after accepting the initial payment terms, and KB John (or its affiliate) seeks legal remedies to enforce its rights, you agree to reimburse all reasonable attorneys' fees and court costs incurred in connection with such enforcement.

7.3 For any returned checks due to non-sufficient funds (NSF) or stop payments, you will be charged a fee of \$100 per occurrence.

7.4 You acknowledge and agree that KB John may use photographs or images of the fabricated Equipment on their websites, advertisements, or promotional materials. You waive any rights of privacy or publicity in connection with such use and consent to the same.

7.5 You further agree to indemnify, defend, and hold harmless KB John from and against any liability, claims, damages, or expenses (including reasonable attorneys' fees) arising after delivery or pickup of the fabricated Equipment.

7.6 Without limiting the foregoing, you agree that KB John will have no liability for any defect or deficiency arising from the design, manufacture, fabrication, or modification of the Equipment by third parties.

8. Pickup of Equipment

8.1 You may use your own delivery truck or hire a carrier of your choice to pick up the Equipment. Pickup must occur within fifteen (15) calendar days from the date KB John provides release information on a fully paid Agreement, Sales Order, or Invoice.

8.2 Title and risk of loss for the Equipment shall transfer to you once your driver inspects the Equipment and departs the depot facility with it.

8.3 KB John will not be liable for any damages to or arising from the Equipment after title and risk of loss have transferred. You agree, at your sole cost and expense, to defend, indemnify, and hold KB John harmless from and against any and all claims, demands, losses, liabilities, damages, or expenses (including reasonable attorneys' fees and court costs) arising from or relating to personal injury, death, or property damage asserted by your employees, agents, contractors, or any third party, occurring after the earlier of (i) your pickup of the Equipment, or (ii) your assumption of possession or control of the Equipment.

8.4 To the fullest extent permitted by applicable law, you waive all rights, remedies, and protections under law or equity against KB John with respect to any alleged defects or damages related to the design, manufacture, quality, condition, or performance of the Equipment.

8.5 No oral agreement, guaranty, promise, representation, or warranty made by KB John or its employees or agents will be binding unless set forth in a written instrument signed by an authorized representative of KB John. All prior discussions or representations regarding the Equipment are merged into and superseded by this Agreement.

9. Delivery of Equipment

9.1 To simplify your purchase process, KB John may, as a courtesy, coordinate delivery through third-party local providers at or near cost. These delivery services are arranged solely for your convenience, and KB John does not assume liability for their performance.

9.2 You agree to defend, indemnify, and hold harmless KB John, its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, losses, damages, liabilities, demands, actions, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to (i) the delivery of Equipment to you, whether arranged by you or by KB John on your behalf, and (ii) any subsequent use, operation, possession, or disposition of the Equipment following delivery.

9.3 For the avoidance of doubt, KB John does not act as an agent or representative of any third-party carrier and shall not be deemed to assume any fiduciary duty or other special duty of care in connection with such arrangements.

10. Force Majeure.

10.1 KB John will not be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, fire, pandemics, war, strikes, labor disputes, supply chain interruptions, transportation delays, cybersecurity incidents, ransomware, insurrection, embargo, civil or military authority, act of terrorism, or governmental actions.

11. Governing Law and Jurisdiction

11.1 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington, without regard to its conflict of law principles. You and KB John agree that (i) any claim, dispute, or controversy arising out of or relating to this agreement—whether sounding in contract, tort, or otherwise—may be brought in the state or federal courts located in the State of Washington, and (ii) each party irrevocably submits to the exclusive jurisdiction of such courts and waives any objection to venue or forum non conveniens.