



## Bolted Box Terms & Conditions

This Agreement outlines the terms and conditions between Bolted Box, LLC ("Bolted Box") and Customer, as listed on the applicable order form ("Customer"). Please review all terms carefully as this is a legally binding agreement.

### 1. Agreement Overview

- Bolted Box agrees to rent, and Customer agrees to accept and use, the specified unit(s) under these terms.

### 2. Payment Terms

- Rent is billed every 4 weeks starting on the delivery date.
- Delivery & Pickup are charged on the first invoice only.
- Invoicing occurs on the 1<sup>st</sup> day of each period.
- Invoices are due within 10 days of issuance (Net 10 terms).
- Credit cards are only charged as your rental progresses.
- Pick-up charges not prepaid will be billed at the standard market rates upon unit(s) return.
- Late fees, interest, and returned payment charges may apply.
- Customer authorizes auto payment processing by ACH or credit card and is responsible for returned payment fees.

### 3. Title & Ownership

- Rental unit(s) remain the property of Bolted Box at all times.
- Ownership of any purchased unit(s) only transfer upon full payment of all related charges.

### 4. Delivery, Site, and Return Requirements

- Only Bolted Box is permitted to relocate rented unit(s).
- Customer must ensure:
  - Clear and accurate delivery address with necessary directions
  - A solid, level site with 100 feet of clearance in front of the unit(s) and no overhead obstructions
  - All required permits and compliance with zoning laws
- Unit(s) must be returned empty, with locks removed, and in broom-swept condition.
- Additional fees may apply for delays over 15 minutes or failed delivery/pick-up due to site issues or unit(s) accessibility.

### 5. Unit Condition and Damage

- All unit(s) are provided as-is. Unless noted upon delivery, they are accepted in good condition.
- Customer must return unit(s) in the same condition, excluding reasonable wear and tear.
- Damage including dents, holes, stains, broken parts, alterations, and Customer installed items are not reasonable wear and tear and will incur repair costs.
- Bolted Box is not responsible for damage to surfaces or property caused by container placement at the direction of the customer.

### 6. Insurance Requirements

- Customer must maintain general public liability insurance of at least \$1,000,000 for claims of personal injury, property damage, or other claims connected with the products or services of Bolted Box naming Bolted Box, LLC as the additional insured and loss payee.
- Customer is required to submit a certificate of insurance naming Bolted Box as an additional insured and loss payee.
- Customer accepts all risk for damage or destruction due to fire, theft, vandalism, collision, weather, or other losses.

## Bolted Box Terms & Conditions Continued

### 7. Indemnification

- Each party agrees to defend, indemnify, and hold the other harmless against claims, damages, and liabilities resulting from their own breach, negligence, or use of the unit(s), except in cases of willful misconduct by the other party.
- Bolted Box is not liable for any loss or damage to Customer's personal property in any circumstances, or any direct or indirect damage arising out of the Customer's use of this unit(s).

### 8. Purchase Orders

- This Agreement governs over any conflicting terms in Customer purchase order(s) unless expressly modified in writing and signed by both parties.

### 9. Price Guarantee

- If you find a lower publicly advertised price for a similar portable storage container rental from a local competitor, we'll match it.
  - The container must be comparable in size and condition, and the quote current, itemized, and verifiable.
  - The competitor must operate in the same service area as Bolted box and be a licensed and insured business.
  - We'll match the total price, including delivery, pickup, surcharges, and fees based on a three-period rental.
  - Excludes limited-time promotions, bundles, or private seller listings. We reserve the right to verify all details before applying the match.

### 10. Default and Remedies

- Customer is in default if Customer:
  - Becomes insolvent or files for bankruptcy
  - Fails to pay charges when due
  - Breaches any provision of the Agreement and does not cure within 10 days
- In such cases of default, Bolted Box may terminate the Agreement and repossess the unit(s).
- Customer remains liable for unpaid rent, damage charges, and legal costs of collection.

### 11. NO WARRANTY

- **BOLTED BOX MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE.**

### 12. Legal Compliance

- Customer agrees to comply with all federal, state, and municipal regulations.
- Hazardous or illegal materials may not be stored in the unit(s).
- Customer is responsible for the removal and proper disposal costs of any remaining contents.

### 13. Force Majeure

- Bolted Box is not responsible for delays or non-performance due to events beyond its reasonable control.
- Customer remains responsible for payment and obligations under this Agreement.

### 14. Governing Law, Assignment, and Dispute Resolution

- This Agreement is governed by the laws of the State of Indiana.
- Bolted Box may assign this Agreement at its discretion.
- Any waiver by Bolted Box is without prejudice and does not waive other remedies.
- Modifications are only valid if made in writing and signed by both parties.
- Any dispute may be submitted to binding arbitration in Indiana at either party's request under the rules of the American Arbitration Association (AAA).
- No oral agreements are valid.