



## Sales Agreement Terms & Conditions

Revised: September 29, 2017

- 1. Sale Agreement.** Customer ("You") hereby purchases from ProBox ("PROBOX") the units and equipment (collectively "Units") identified on the Sales Agreement and any future substitutes or added Units. This Sales Agreement will govern all future sales unless otherwise agreed to in writing. You agree to pay PROBOX the sales price listed on the Sales Contract. Full payment shall be paid before delivery of Units unless the Parties agree otherwise in writing. You shall pay as liquidated damages (not a penalty) \$25 (and any bank fees) for dishonored checks. **If You have provided PROBOX with credit or debit card information for payment, You authorize PROBOX to charge Your credit card or bank accounts for all Charges.**
- 2. Delivery:** You authorize PROBOX to place Units pursuant to Your instructions on Your property or property under Your control. You represent that any placement area will have adequate size, clearance, and structural integrity to sustain the weight and size of the Units, delivery trucks and any other related equipment.
- 3. Condition:** You acknowledges and agrees that You are purchasing the Units "AS IS, WHERE IS" and that the Units are in satisfactory condition. By using Units You or Your agent accept the Units as free of defects, in good repair and working condition
- 4. Permits, Codes and Taxes:** You are responsible for all permits, zoning, building codes, other codes, use taxes, and other taxes, fees or assessments related directly or indirectly to the Unit(s) or placement of the Unit(s) on the location directed by You. PROBOX makes no representations that the Unit meets any local, county, state or federal building codes or guidelines. In addition to the total price, You shall pay or reimburse PROBOX for all taxes arising from the sale of the Units, including but not limited to sales and use taxes based upon the price or value of the Units purchased hereunder. You will also agree to pay any other taxes levied against or arising from this Agreement.
- 5. Manufacturer's Warranty:** Any Warranty on any new or used Equipment still subject to a Manufacturer's Warranty is made by the Manufacturer only. PROBOX disclaims all Warranties, either express or implied, including any implied Warranty of merchantability or fitness for a particular purpose. Any statement contained herein does not apply where prohibited by law.
- 6. Indemnification:** You hereby agree to indemnify and hold PROBOX harmless (including for reasonable attorneys' fees) from and against all claims, demands, damages, losses, actions, or causes of action which may arise in connection with Your ownership, use or operation of Units after the date of this Agreement.

7. **Bill of Sale:** The parties hereto agree that, upon execution and payment of the total price, this Agreement will serve as the “bill of sale” for the Units purchased hereunder.
8. **Entire Agreement:** This Agreement together with the Sales Contract constitutes the entire Agreement between the parties hereto and supersedes all prior agreements and understandings of the parties for the purchase of the described Units. This Agreement shall be binding on the parties and their respective, representatives successors, and assignees.
9. **Miscellaneous.** If the Units are sold on an installment basis, and You fail to make any payment when due (Default), PROBOX may repossess the Units. You agree to pay, as liquidated damages, interest at 18% per annum (or the highest legal rate permitted) on the outstanding purchase balance owed. Also, You will pay PROBOX's collection and repossession fees, attorney's fees and any other costs incurred because of any Default. Repossession of a Unit shall not relieve You of Your obligation to pay the full purchase price of the Units and all repossession costs incurred. You irrevocably grant PROBOX unrestricted access to Your property and permission to enter day or night, remove locks, disconnect attached utilities and repossess Units if You fail to cure any Default. If Units are repossessed PROBOX may remove the Contents from the Units, and You shall have no claim against PROBOX for damaged contents. If the value of the Unit(s) is less than the outstanding balance owed on the Unit(s) and the costs incurred in reposing the Unit, You grant PROBOX a lien on the contents and permission to dispose of or sell the contents in a commercially reasonable manner in accordance with applicable state law and to apply the net proceeds to the unpaid balance.
10. **Saving Clause:** The form of this Agreement is intended for use in the Continental United States. In the even that any of the terms or provisions hereof are in violation of, or prohibited by any applicable Federal, state or local law, statures or regulations, such terms and provisions shall be deemed amended to conform to such law, statute or regulation without invalidating any other term or provision of this Agreement.