



Sales Agreement Terms & Conditions

Revised: March 31, 2026

- 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. **A credit card processing fee will apply if You choose to pay by credit card.**
- 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 and Pro Box Promise:** PROBOX guarantees that all Units sold shall be (a) wind and watertight, and (b) equipped with doors that open and close properly at the time of delivery. If any Unit fails to meet these conditions within one (1) year of delivery, PROBOX will, at its option, repair or replace the Unit at no additional cost to You. After one (1) year from delivery, all Units are sold "AS IS" and PROBOX makes no further guarantees regarding condition. Used Units may have cosmetic wear including dents, surface rust, or faded paint, which is not considered a defect under this guarantee. PROBOX is not responsible for the contents stored inside any Unit, including but not limited to damage caused by leaks, moisture, weather, or any other condition, regardless of whether the Unit is within the one (1) year guarantee period. PROBOX reserves the right, in its sole discretion, to determine whether repair or replacement is the appropriate remedy under the Pro Box Promise.
- 4. Permits, Codes and Taxes:** You are responsible for all permits, zoning, building codes, homeowner association (HOA) rules and restrictions, 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, nor any HOA rules or covenants. 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. Notwithstanding the foregoing, the Pro Box Promise as described in Section 3 shall remain in full force and effect and is not limited by this disclaimer.
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.
11. **Limitation of Liability for Contents.** PROBOX is not responsible for loss or damage to any contents stored inside any Unit at any time, whether during or after the Pro Box Promise guarantee period. In the event a court of competent jurisdiction determines PROBOX to be liable for damage to contents, Customer agrees that PROBOX's total liability shall not exceed the lesser of the documented value of the damaged contents, the purchase price of the Unit, or \$5,000. This limitation applies regardless of the cause of damage, including but not limited to leaks, moisture, weather, theft, or any other condition. THIS LIMITATION OF LIABILITY IS SIGNIFICANT CONSIDERATION IN THE SALES PRICE CHARGED. Customer is encouraged to obtain insurance for any contents stored in the Unit.
12. **Pro Box Promise Exclusions.** The Pro Box Promise guarantee, including the one-year exchange, wind and watertight guarantee, and working doors guarantee, applies to all Units

unless otherwise excluded below or on the Sales Contract. Units noted as “AS IS” on the Sales Contract are not covered under the Pro Box Promise. By purchasing an “AS IS” Unit, Customer acknowledges that the Unit’s condition, including any known damage or defects, has been disclosed and accepted, and the purchase price reflects that condition.

For all other Units, the following exclusions apply:

- **Doors — Surface Condition.** The working doors guarantee does not apply if the Unit is placed on a surface that is not flat, level, and well-compacted. It is the Customer’s responsibility to ensure the delivery site provides a suitable surface for proper door operation.
- **Wind and Watertight — Flooding and Drainage.** The wind and watertight guarantee covers normal weather exposure with adequate drainage only. It does not cover water intrusion caused by flooding, standing water, storm surge, placement in a water retention area or drainage path, inadequate site drainage, or any water accumulation beyond normal rainfall at the Unit’s location.
- **Wind and Watertight — Customer Modifications.** The wind and watertight guarantee does not apply to any Unit modified or penetrated by the Customer or any third party after delivery, including but not limited to cuts, holes, ventilation, or electrical work. PROBOX modifications such as rollup doors, wind turbines, and ventilation cuts are inherently not wind and watertight; all non-modified portions of the Unit remain covered.
- **Distance.** The Pro Box Promise does not apply to deliveries more than 100 miles from a Pro Box location; Units delivered beyond this distance are sold “AS IS” and are not covered under the Pro Box Promise.