



# TERMS AND CONDITIONS AGREEMENT

## AAA Container Sales and Rentals

This Terms and Conditions Agreement (“**Agreement**”) is a legally binding contract entered into by and between **AAA Container Sales and Rentals** (“**Company**”) and the purchaser and/or renter (“**Customer**”). By executing any invoice, quote, or agreement, submitting payment, or accepting delivery of any container or related services, Customer expressly agrees to be bound by all terms and conditions set forth herein.

## 1. DEFINITIONS

For purposes of this Agreement:

- “**Container**” means any portable storage container sold or rented by Company.
- “**Delivery**” means placement of the Container at the location designated by Customer.
- “**Services**” include, but are not limited to, the sale, lease, transport, delivery, and retrieval of Containers.

## 2. ACCEPTANCE OF TERMS

Customer’s execution of any invoice, quote, or payment, or acceptance of Delivery, constitutes full, unconditional, and irrevocable acceptance of this Agreement. No additional or conflicting terms proposed by Customer shall be binding unless expressly agreed to in writing by Company.

## 3. SALES – CONDITION & DISCLAIMER OF WARRANTIES

**ALL CONTAINERS ARE SOLD “AS-IS,” “WHERE-IS,” AND WITH ALL FAULTS.**

- Company expressly disclaims any and all warranties, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.
- Customer acknowledges that Containers may exhibit cosmetic wear, structural imperfections, or prior use consistent with their classification and age.
- Customer assumes all risk regarding the condition and suitability of the Container.

#### 4. RENTAL TERMS (IF APPLICABLE)

- The rental period shall commence upon Delivery and continue until termination in accordance with this Agreement.
- Customer shall be solely responsible for all loss, damage, theft, or destruction of the Container during the rental period.
- Customer shall not relocate, modify, sublease, or encumber the Container without prior written consent of Company.

#### 5. PAYMENT TERMS

- Full payment, or a deposit as determined by Company, is required prior to Delivery.
- Any unpaid balances shall accrue interest at the maximum rate permitted by law.
- Customer agrees to pay all costs of collection, including reasonable attorneys' fees, court costs, and collection agency fees.

#### 6. DELIVERY & SITE CONDITIONS

- Customer shall ensure that the Delivery site is safe, accessible, and suitable for placement.
- A minimum clearance of approximately **twice the Container length plus an additional ten (10) feet in a straight line** is required.
- Company shall not be liable for any damage to driveways, surfaces, landscaping, underground utilities, or structures resulting from Delivery, except in cases of gross negligence or willful misconduct.

#### 7. RETURNS

- Standard (unmodified) containers may be returned within **30 days**, subject to:
  - **30% restocking fee**
  - All delivery and return trucking costs
- Custom, modified, or specialty containers are:
  - **Non-returnable**
  - **Non-refundable once production begins**

#### 8. CANCELLATION POLICY

- Orders canceled prior to Delivery may be subject to administrative fees, restocking fees, and any costs incurred by Company.
- Orders involving custom, modified, or special-order Containers are **NON-CANCELABLE AND NON-REFUNDABLE** once production or modification has commenced.
- Any refund issued shall be less applicable processing, banking, and administrative fees.

## **9. USE OF CONTAINER & WAIVER OF INSPECTION PERIOD**

- Customer's placement of personal property, goods, or materials inside the Container shall constitute **immediate and unconditional acceptance** of the Container.
- Upon such use, the 48-hour inspection period shall be deemed **waived in its entirety**.
- From that point forward, **ALL SALES AND/OR RENTAL AGREEMENTS SHALL BE FINAL AND NON-REVERSIBLE**, without exception.

## **10. TITLE & RISK OF LOSS**

- For sales transactions, title to the Container shall transfer to Customer only upon receipt of full payment.
- Risk of loss, damage, or destruction shall transfer to Customer upon Delivery, regardless of whether title has passed.

## **11. DEFAULT & REPOSSESSION**

- In the event of Customer default, including non-payment or breach of any term, Company shall have the right, without notice, to enter the premises and repossess the Container.
- Customer shall be liable for all costs associated with repossession, including transportation, storage, legal fees, and damages.

## **12. LIMITATION OF LIABILITY**

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.
- COMPANY'S TOTAL LIABILITY, UNDER ANY THEORY OF LAW, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE CONTAINER OR SERVICES.

## **13. INDEMNIFICATION**

Customer agrees to defend, indemnify, and hold harmless Company, its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses arising out of or related to Customer's use, possession, or misuse of the Container.

## **14. FORCE MAJEURE**

Company shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, weather conditions, labor disputes, supply chain disruptions, or governmental actions.

## **15. MODIFICATION OF TERMS**

Company reserves the right to amend or update this Agreement at any time. The version in effect at the time of Customer's transaction shall govern.

## **16. GOVERNING LAW & VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the **State of California**. Any legal action shall be brought exclusively in a court of competent jurisdiction located within California.

## **17. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

## **18. SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **19. CONTACT INFORMATION**

**AAA Container Sales and Rentals**  
Email: [aaacontainersales@gmail.com](mailto:aaacontainersales@gmail.com)