



PrepFBA

13000 Danielson St, Suite A, Poway, California 92064, United States
Tel: +1 (858) 413-6465

Storage Agreement

These Terms and Conditions (the “Terms,” “Terms and Conditions” or the “Agreement”) govern your use of the storage services offered by PrepFBA. (The “Company,” “PrepFBA,” “we,” or “us”), as an individual or entity (the “Customer” or “you”) seeking to utilize the storage and shipping services (the “Services”) offered by the Company, at and through the website, prepfba.com (the “Website”). PLEASE READ THESE TERMS CAREFULLY, AS THEY ARE LEGALLY BINDING ON YOU.

These Terms are in addition to, and not in lieu of, any other conditions outlined on the Website or agreement(s) PrepFBA may enter into with any customer. In the event of conflict between these Terms and any other condition outlined on the Website or agreement(s), these Terms shall control. PrepFBA may revise the Terms from time to time when it is appropriate or necessary, without prior notice. PrepFBA will notify the customers in case of changes happen to this agreement. Your continued use of the storage services with the revised Terms shall constitute your acceptance of the Terms any changes.

CUSTOMER RESPONSIBILITIES

By using our storage service, you represent, warrant and agree that: You are at least 18 years of age and of full capacity to form a legally binding contract. You will provide valid payment information when necessary and pay all outstanding charges when due. You will not file any chargeback or claim without first attempting to resolve the dispute informally with the Company. Your acceptance of these Terms does not and will not violate any other agreement to which you are bound, or any law, rule, regulation, order or judgment to which you are subject.

STORAGE POLICY

The Services shall include storage of the Customer’s items which are sent to us. The Items shall be stored at a climate controlled facility selected at the sole discretion of PrepFBA. A climate controlled storage facility is defined as a storage facility that maintains a safe temperature for the storage of possessions and is effectively ventilated. The Customer understands that this does not guarantee that the storage facility is air-conditioned or heated.

RESTRICTED ITEMS

In using the Company’s Services, you agree not to pack any firearms, hazardous or illegal materials as defined by any federal, state, or local government in the United States. Liquid items or other items that may impose a risk to the customer’s own or others’ belongings may not be stored or shipped. Cash, jewelry, collectibles, and other similar items of high value may not be packed or stored. If such items are packed or stored, all liability shall be assumed by the Customer. The Customer accepts full responsibility and liability for any damage or losses that result from the Customer’s failure to adhere to these service restrictions and shall indemnify PrepFBA for any related damages or liability. PrepFBA reserves the right to refuse the storage of any item which its representatives deem illegal, hazardous, and/or may damage equipment or any other items stored. PrepFBA reserves the right to refuse storage of any item for any reason. The Company reserves the right to open and inspect any package remitted to it for storage or shipping as PrepFBA or any of its agents or representatives deems necessary.

PAYMENT POLICY

The Customers shall pay for the Services via credit card. PrepFBA shall utilize a third-party payment processor, PayPal (“PayPal,” or the “Payment Processor”) to handle your payment for the Services. You authorize the Payment Processor to bill you for the fees, taxes and other charges (the “Fees”) required for the Services you select. The Company shall not have access to or store any of your personal financial information.



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After receiving the Customer's Items, an invoice shall be sent to the customer's email address at the END of each month during the period of storage. The Customer shall be granted a period of seven (7) days to pay the applicable Fees. After the seven (7) day period, the Customer shall be subject to an outstanding balance fee \$25 and, subsequently, a charge of \$1 for each additional day per cubic feet where the Fees are not paid in full. It is the Customer's sole responsibility to locate the email from the Payment Processor and process the payment in a timely manner.

PrepFBA representatives do not accept payments in person. No payment in any form (check, cash, credit, etc.) should be given to any PrepFBA representative in person in any situation or circumstance.

In the event that incorrect credit card information is given or payment processing is inhibited in any way, the Customer shall remain responsible for payment of all Fees to PrepFBA until the Customer pays the Fees in full and such Fees are received by PrepFBA. Should the Customer fail to pay the remaining balance, PrepFBA reserves the right to retain such Customer's Items until full payment is received. The Customer understands and acknowledges that delayed payments may cause the delay of the other services as well as the assessment of additional fees (the "Additional Charges") due to rescheduling. The Customer acknowledges that failure to pay any invoice will result in being sent to collections and is responsible for all collection fees.

Accounts that are unable to be collected and are not paid within the Storage Period (The period that the customer's items are kept at company's warehouse) may result in the holding of the Customer's Items as collateral. If payment is not made when due, the Customer's Items may be sold, donated, or otherwise disposed of if the Customer fails to pay the balance due. If the Customer fails to respond to PrepFBA after three attempts, and more than two weeks has passed after the invoice is sent, PrepFBA reserves the right to dispose of the Items as the Company deems fit.

PRICING AND FEES

Pricing for all Services shall be in accordance with the price list on the Website.

Disposal of Items – In the event that Customer does not wish to have the Items returned, the Customer shall pay \$30 for the handling and disposal of the Item.

Outstanding Balance – Accounts with an outstanding balance after seven (7) days from the time the invoice is sent shall be assessed a \$25 late payment fee. An additional \$0.10 shall be charged for each day per cubic feet subsequent to the assessment of the first late payment fee after 14 days until full payment is received.

INSURANCE AND REFUNDS FOR LOST OR DAMAGED ITEMS

Declared Value Coverage for Storage

The Customer would be responsible to buy their own shipping insurance whilst the items are being shipped to or from PrepFBA warehouse.

PrepFBA provides general liability insurance for the stored goods which would be available by providing the proof of value of the goods.

This includes damage or loss as a result of burglary, vandalism, water, fire, vermin, or pests. PrepFBA and PrepFBA's agents, affiliates, and authorized representatives are hereby released from any loss, liability, claim, expense, and/or damage to property, or injury to person in excess of the amounts by which storage or shipping could have been declared.

Additional declared value insurance must be purchased in addition to protecting the Items. Examples of such additional protection include, but are not limited to, plastic wrap, bubble wrap, and garbage bags.

The Customer releases PrepFBA of all liability for damage done to an Item or any of an Item's contents during or after shipping. The Customer understands that the value coverage provided by PrepFBA's general liability insurance during the storage period is no longer applicable as soon as PrepFBA has released the Items to a third party shipping provider.



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Declared Value Coverage Exceptions

The general liability insurance for items stored provides coverage for damage or loss as a result of PrepFBA's negligence. The declared value does not cover the following Items:

- 1) Cash
- 2) Coins, jewelry, and collectibles
- 3) Items of intangible or indefinable value
- 4) Extremely fragile items (Glass, mirrors, etc.)
- 5) Damage to electronic equipment if not packed in its original manufacturer supplied packaging container. Electronics shall not be covered if there is no evidence of physical damage or breakage to its packaging container
- 6) Inadequately packed items
- 7) Concealed and/or internal damage
- 8) Unpackaged items, including furniture that is not wrapped or protected
- 9) Minor damage caused by normal handling (including, but not limited to scratches, nicks, and cuts)
- 10) Damage to outer storage containers (e.g. plastic totes, suitcases, trunks, etc.)
- 11) Damage due to natural disasters, acts of terror, acts of warfare, or acts of God
- 12) Damage due to atmospheric conditions (heat or cold sensitive items)
- 13) Loss or damage occurring while the Items are not in the possession of PrepFBA or one of its affiliates
- 14) Loss of damages caused by forces outside PrepFBA's control
- 15) Ikea or other particle board furniture/items

PrepFBA shall not be held liable for internal damage that is concealed within its outer packaging.

You may transfer the risk of any loss or damages to an insurance carrier of your choice through the purchase of an insurance policy. Contact an insurance agent or broker if you desire insurance coverage. We do not provide insurance coverage of any kind.

GOVERNING LAW AND JURISDICTION

These Terms of Service shall be governed by the laws of the state of California, without regard to its conflict of laws principles. You agree to submit to the personal and exclusive jurisdiction of the state and federal district courts of the state of California, and acknowledge that you do so voluntarily, while remaining responsible for complying with your local laws.

MISCELLANEOUS

Assignment. The Company may assign or transfer the rights, interests, or obligations under these Terms, at its sole discretion, without obtaining your consent.

The Company reserves the right to refuse to carry out the prep work on the stored goods on its own discretion.

Severability. Should any part of these Terms be rendered or declared invalid by an appropriate authority, such invalidation of such part or portion of these Terms shall not invalidate the remaining portions thereof, which shall remain in full force and effect.

No Waiver. Any failure of the Company to enforce or exercise a right provided in these Terms of Service is not a waiver of that right.

Contact Information. To contact PrepFBA with any questions regarding our policies and Terms and Conditions, please email us at info@prepfba.com

ALL THREE PAGES OF THIS AGREEMENT SHOULD BE SIGNED.