



PRIMETIME PREP

Prime Time Prep Terms and Conditions

Effective 10/25/23

DESCRIPTION OF SERVICES

Services rendered Effective on the date of this agreement's execution, PrimeTime Prep shall carry out FBA Prep tasks as requested by Client for goods transported by Client to the Primetime Prep Warehouse, including but not limited to:

- Receiving and inspection of inventory
- Creating FBA shipping plans, printing FNSKU labels, and creating Amazon FBA shipments
- Preparing products according to Amazon's prep guidelines
- Processing shipment via PrimeTime Prep software
- Packing products and assigning box content
- Shipping products to Amazon
- Storage of Inventory
- Carton Forwarding

We DO NOT offer services for importing, exporting, or customs brokerage without express written consent and mutual agreements.

Shipment Inbound Notification: You are responsible for informing us of the goods you are shipping to us by creating an Inbound Shipment using your PrimeTime Dashboard. For the inbound shipment, you may either manually add items or import a shipping plan from your Amazon account. If product SKUs that were ordered but weren't included on the inbound shipment are discovered, a non-compliance fee could be charged. Prior to accepting the cargo, PrimeTime Prep must create inbound shipments. Due to the additional work and disruption to our workflow caused by receiving cargo without first creating an accompanying inbound shipment, there is a non-compliance charge of \$5 per shipment after the first incident.

Shipment Labeling: Every shipment we receive must be labeled with an identifier for your

account. For small parcel shipments, each carton must be labeled with your name or business name and your client specific unit number.

Shipments not containing client specific unit number are subject to a \$10/carton charge.

Your shipment should be sent to:

First Name Last Name or Business Name

Client Specific Unit Number

Street Address

City,State,Zip

Freight shipments, the BOL must contain your name or business name. Shipments received without the proper identifiers **may be** subject to a Non-Compliance fee of \$5 per carton or \$100 per freight shipment.

Large Shipments. All large shipments must be approved by PrimeTime Prep before sending them to us.

A large shipment is defined as:

- 30 or more cartons via small parcel carrier.
- 5 or more pallets via LTL

Once approved, you must notify us of the arrival of the Inbound Shipment at least three (3) business days in advance. Unexpected **large** shipments may be subject to a Non-Compliance fee of \$1 per carton or \$25 per pallet after the first incident.

Pallets: PrimeTime Prep can receive palletized shipments. Our receiving window is between 9:00 AM and 2:00 PM Pacific Time, Monday through Friday. We are closed on major holidays. Received pallets cannot weigh more than 1500 lbs. Pallets must be stacked and wrapped properly so they do not fall apart when the pallet wrap is removed. Pallets used must be high grade and not broken. Dangerous pallets (overweight, improperly stacked, or low grade/broken) can put our staff at risk for injury and are subject to a Non-Compliance fee of \$50 per pallet.

Unacceptable Products: PrimeTime Prep reserves the right to refuse to accept or process any product or shipment we deem dangerous, legally questionable, inauthentic, or that we are not properly equipped to process. These products include but are not limited to:

- Meltable products during times when Amazon does not accept meltable items; client is responsible for understanding if Amazon will accept meltable items. Items that are unable to be sent to Amazon will incur a \$45/hour additional labor charge as well as applicable packaging and shipping charges to be returned to the client address. It is advised to access the seller central help center and search “meltable inventory” to fully understand Amazon requirements prior to ordering or sending meltable inventory.

- Dangerous products like corrosives, solvents, fuel, fertilizer, pepper spray, or bear repellent—without written permission from PrimeTime Prep.
- Under no circumstances will PrimeTime Prep accept firearms to be shipped to our premises. Shipping firearms will result in a \$200/shipment charge plus applicable handling time, packaging, and freight charges to be returned.
- Products heavier than 50lbs without written approval from PrimeTime.
- Product that is knowingly fake/knock-off/mis-represented, or inauthentic

Storage: PrimeTime Prep does not charge storage fees for the first seven (7) days of receiving any shipment. Storage fees are assessed beginning the 8th day and end the day your inventory is removed from our warehouse by way of FBA Shipment, forwarding to another warehouse (at your expense), or disposal. Storage fees accrue daily at the rate published on our website for that period.

Disposal of Inventory. In most cases, PrimeTime Prep will dispose of any product per the Client's request for \$1 per unit. Certain situations may require additional calculation and fees. Please reach out if there are extenuating circumstances beyond your control, we will work with you to find the most cost effective method of disposing of large quantities of inventory. If disposing of the product requires additional expenses for PrimeTime Prep, including but not limited to waste management fees, you will be responsible to pay the additional charges. Once the disposal request is submitted, the product becomes the property of PrimeTime Prep and may be disposed of at PrimeTime Prep discretion. If you opt for PrimeTime Prep to Liquidate your product, there will be a charge of \$.25 per unit; at that time you give PrimeTime Prep full ownership of your product, which may, at times include liquidation or reselling.

Processing Time: PrimeTime Prep processing time varies depending on a number of factors but typically takes 24-48 business hours. Longer processing times are possible between peak seasons and unforeseen circumstances. 24-hour Rush Processing is available for a service charge of \$60 per shipment. Business days are defined as Monday through Friday, excluding holidays. PrimeTime Prep is closed on Federal holidays or observed holidays. PrimeTime Prep may also be closed for other unforeseen circumstances and will be communicated to clients well in advance, those days will not count towards storage fees for unshipped product. Standard inventory storage fees apply (if PrimeTime is storing your inventory until you ask us to send to Amazon)

Shipping Fees: With the exception of HAZMAT shipments, we ship FBA shipments to Amazon using Amazon's Partnered Carrier, so you will pay shipping for each FBA shipment through your Seller Central account. If you opt for another carrier or to use your own shipping rates, PrimeTime can discuss these requests on a client-by-client basis.

If for any reason Hazmat is unable to be shipped using your SellerCentral account, we will find the best available rates and you will be responsible for those charges.

SERVICE CHARGES

Pricing: The prices of PrimeTime Prep services and other items are as indicated on our website at www.primetimeprep.com. PrimeTime Prep may change these prices from time to time in accordance with this Contract. Clients will be notified 30 days prior to incurring an increase in fees. If PrimeTime is forced to take price increases, and we determine we can grandfather previous clients rates, PrimeTime WILL NOT notify clients of price changes.

Payment: PrimeTime Prep shall be entitled to payment for all services provided on the following schedule:

- Receiving charges, Inbound Shipment related service charges, and Non-Compliance related to Inbound as well as...
- Outbound shipment processing fees, prep fees, and Non-Compliance fees related to Outbound Shipments are charged upon shipment completion. Payment must be completed prior to PrimeTime Prep releasing the shipment to the carrier.
- Storage fees are charged on a monthly basis.
- Other charges such as shipping, fixing charges, disposal, non-compliance, photography or other charges are due at or before the time the services are completed.

Client will keep a credit card or ACH Account on file within the PrimeTime Prep(via Stripe Payment Processing) dashboard and payment will be processed per schedule above. Credit card information is NOT stored on PrimeTime Computers or Servers, PrimeTime Prep cannot access credit card information as it is processed through the 3rd Party Via the PrimeTime Client Dashboard.

Shall credit card charges not be approved at time of charging, shipments will be held at PrimeTime Prep, and clients will be notified to resolve payment issues before any shipments will be released. Storage fees apply per the standard storage fees.

Any balance due past 30 days will be subject to 3% late fee per month.

Beginning 1/1/24 all credit card payments will be assessed a 4% fee to cover the cost of credit card processing. Other payment methods are accepted: Paypal(you cover fee), Bank Transfer(from bank to bank, not ACH), Zelle.

LIABILITY

Duty of Care. PrimeTime Prep' duty of care shall be that of a reasonably careful person under like circumstances and PrimeTime Prep shall not be liable for any loss, damage or injury to goods stored however caused unless such loss, damage or injury resulted from the failure by PrimeTime Prep to exercise such reasonable care, and PrimeTime Prep is not liable for losses, damages or injuries which could not have been avoided by the exercise of such care.

Loss or Damage Liability Limitations: In no event shall PrimeTime Prep be liable for any loss or damage caused by:

a) acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical or equipment failures; cyber attacks; civil commotions; hazards incident to a state of war; acts of terrorism; acts or omissions of customs or quarantine officials; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the goods; perishable qualities of the merchandise; fires; frost or change of weather; sprinkler leakage; floods; wind; storm; moths; public enemies; or other causes beyond its control;

b) fragile articles injured or broken, unless packed by PrimeTime Prep employees and unpacked by them at the time of delivery;

c) pilferage or theft (prior to being received at PrimeTime Prep) unless such loss or damage is caused by the failure of PrimeTime Prep to exercise such ordinary care required by law; and

d) concealed damage, or for losses incurred due to the concealed damage of the Goods.

Storage Liability: Unless specifically agreed to in writing, PrimeTime Prep shall not be responsible for storage of the goods in a temperature or humidity controlled environment. Client knowingly accepts that the Goods will be warehoused in a non-temperature/humidity controlled environment. PrimeTime Prep will not be responsible for any loss or damage to the Goods that result from fluctuations in temperature range or in humidity levels of the warehouse. PrimeTime Prep will furthermore not be responsible for losses or damages incurred to Perishable Goods, unless otherwise agreed to in writing prior to tender of the Goods for storage.

PrimeTime Prep is happy to work with you to find appropriate climate controlled storage near our facility. Transportation, rent, and all other fees will be passed on to client.

Compensation Limit: In the event of loss or damage to the Goods for which PrimeTime Prep is legally liable, PrimeTime Prep liability shall be limited to the cost of the Goods paid by Client at time of purchase. Proof of cost will be required for PrimeTime to pay out a claim. Payout will be in the form of Account Credit, if applicable, otherwise cash payment will be made.

Errors. PrimeTime Prep will not be liable for any shipment level, box level, or product level errors as indicated by Amazon unless the error resulted from the failure by PrimeTime Prep to exercise such reasonable care when processing said products. If it can be determined that PrimeTime Prep' failure to exercise care caused the error, PrimeTime Prep will reimburse the Client for any charges or fines imposed by Amazon including removal charges. In the event of loss of Goods for which PrimeTime Prep is legally liable, PrimeTime Prep' liability shall be limited to the cost of Goods paid by Client at time of purchase. Proof of cost will be required for PrimeTime to pay out a claim.

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF COMPANY'S DUTIES, NEGLIGENCE LIABILITY WITHOUT FAULT OR ANY OTHER LEGAL THEORY OR BASIS, SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, STATUTORY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF MARKET, LOSS OF INCOME, DAMAGES ARISING FROM LOSS, ATTORNEYS FEES OR PUNITIVE DAMAGES, WRONG DELIVERY, OR DAMAGE TO PROPERTY, LOSS OF USE OF GOODS, COST OF SUBSTITUTED GOODS, DELAYED DELIVERY OR FAILURE TO ATTEMPT DELIVERY, WHETHER OR NOT COMPANY HAD KNOWLEDGE THAT SUCH DAMAGES OR LOSSES MIGHT OCCUR.

USER PERMISSIONS REQUIRED: For PrimeTime Prep to provide FBA preparation services, clients must keep an active Amazon Professional Seller account. Your PrimeTime Prep dashboard and your Amazon account must be synchronized. To complete shipments for HAZMAT products, direct access and user permissions to your Seller Central account are necessary. Only those staff members who require access to carry out tasks for clients are permitted access to customer Seller Central accounts by PrimeTime Prep.

TERM: This Agreement may be terminated by either party upon written notice to the other party and will terminate at the end of the calendar month in which notice was received. In the event of termination, the client is responsible for removing any inventory at their expense from the PrimeTime Prep warehouse within seven (7) calendar days of the termination date. If your inventory is not removed by the deadline, we will consider your inventory abandoned and reserve the right to dispose or liquidate which, in some cases, may mean selling at liquidation prices.

RELATIONSHIP: The relationship created by this Agreement is one of Client and independent contractor. Nothing herein is intended, or shall be construed, to create an agency, partnership, joint venture or other liability-sharing relationship. PrimeTime Prep authorizes the use of its address for the purpose of sending inbound inventory only. PrimeTime Prep does not authorize the use of PrimeTime Prep address as the Client's business address with Amazon, suppliers, bank accounts, business licenses, or for other purposes. By signing this agreement, the client agrees not to post, share or disclose PrimeTime Prep warehouse address with anyone other than with suppliers for the purpose of sending inbound inventory. Unauthorized use of our address will result in a Non-Compliance fee of \$500 per instance, and may include termination of this agreement for additional events.

COMPETITION: At no time, will PrimeTime Prep or any of its subsidiaries, use information shared with us about the client's product line, product cost, supplier, payment terms, or any other proprietary information in order to compete with the client. If a client chooses to liquidate inventory with us, PrimeTime and its affiliates may sell the product via liquidation or other outlet.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

a. The failure to make a required payment when due.

- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.