



HexPrep Terms of Service

Last updated: December 22nd, 2025

By sending items to HexPrep, the Client acknowledges and agrees to all the terms outlined in our Terms of Service.

1. Prep and Account Fees

Account and prep fees are charged in accordance with the pricing plan, service selections, and agreements established during client onboarding or otherwise agreed to in writing.

The Client is responsible for all shipping and transportation costs associated with their inventory, whether billed through the Client's marketplace account (including Amazon Seller Central) or incurred directly by HexPrep on the Client's behalf. This includes, but is not limited to, inbound shipping, outbound shipping, returns, hazardous material shipments, removals, transfers, or any other shipments requested or required for processing.

2. Billing

HexPrep bills for each outbound shipment processed, with charges assessed daily based on units and services processed. Billing frequency, payment methods, and invoicing schedules may vary by client and may be adjusted at HexPrep's discretion based on the applicable agreement.

Clients have three (3) business days from the invoice date to report or resolve any billing issues. If payment is not received within this period, HexPrep may suspend processing of the Client's inventory, and a 10% late payment fee may be applied.

Invoices more than three (3) business days past due will accrue a late payment fee of 10% per month until paid in full.

HexPrep shall have a lien on all goods tendered by the Client, and on any and all property of the Client in HexPrep's possession, custody, or control, for all charges, advances, or amounts of any kind due to HexPrep. This includes, but is not limited to, charges for prep, processing, storage, handling, shipping, transportation, labor, and any other services rendered, whether arising under this agreement or any prior or subsequent invoice.

HexPrep may refuse to release or surrender possession of the Goods until all outstanding balances are paid in full. If any amounts remain unpaid for thirty (30) days after demand for payment, HexPrep may sell the Goods at public auction, private sale, or by any other commercially reasonable means and apply the proceeds to the outstanding balance. The Client remains responsible for any deficiency owed to HexPrep.

3. Processing Times

Processing times vary based on inventory volume, service type, order complexity, and operational capacity. While HexPrep strives to process inventory efficiently, processing timelines are not guaranteed and may fluctuate based on inbound volume, peak seasons, staffing, and other operational factors.

Processing timelines may also be impacted by incomplete information, non-compliant inventory, or unpaid balances. Clients acknowledge that turnaround times are estimates only and that delays do not constitute a breach of this agreement.

4. Disposal

At the Client's request, HexPrep may dispose of inventory that is damaged, unprocessable, abandoned, or otherwise designated for disposal. Disposal services may incur additional labor or handling fees.

HexPrep is not required to obtain prior approval to dispose of inventory that has been deemed abandoned, unsafe, prohibited, or uneconomical to store or return. Inventory subject to disposal will not be refunded or credited unless otherwise agreed in writing.

Any inventory that remains unclaimed, unresolved, or unpaid for 30 days may be disposed of at HexPrep's discretion. Disposal may include destruction, recycling, donation, or any other commercially reasonable method.

5. Liability

HexPrep's duty of care shall be that of a reasonably careful person under similar circumstances. HexPrep shall not be liable for any loss, damage, or injury to Goods unless such loss, damage, or injury results directly from HexPrep's failure to exercise reasonable care. HexPrep is not liable for losses or damages that could not have been avoided through the exercise of such care.

HexPrep's duty of care does not include providing fire suppression systems, sprinkler systems, or temperature- or humidity-controlled storage unless expressly agreed to in writing. Goods are stored in a non-temperature- and non-humidity-controlled environment unless otherwise agreed.

Under no circumstances shall HexPrep be liable for loss or damage caused by events beyond its reasonable control, including but not limited to acts of God, acts of public authorities, strikes, labor disputes, weather, mechanical or equipment failures, cyber incidents, civil disturbances, war, terrorism, carrier actions, inherent defects of the Goods, perishable qualities, fire, flood, wind, or other similar causes.

HexPrep is not responsible for damage to fragile items unless such items are packed and unpacked by HexPrep personnel. HexPrep is not liable for theft or pilferage unless caused by its failure to exercise reasonable care as required by law.

HexPrep maintains insurance coverage consistent with industry standards; however, HexPrep is not an insurer. Clients are responsible for maintaining any additional insurance coverage they deem necessary for their Goods.

In the event HexPrep is found legally liable for loss or damage to Goods, liability shall be limited to the actual cost paid by the Client for the affected Goods, on a per-occurrence basis, and shall not exceed that amount. HexPrep shall not be liable for shipment-level, box-level, or product-level discrepancies reported by Amazon or other marketplaces unless caused by HexPrep's failure to exercise reasonable care.

HexPrep shall not be liable for errors or losses resulting from incorrect, incomplete, or inaccurate information provided

by the Client, including but not limited to SKUs, ASINs, labels, dimensions, weights, hazmat status, or shipping instructions.

In no event shall HexPrep be liable for indirect, incidental, consequential, statutory, or punitive damages, including loss of profits, loss of market value, loss of business, attorney's fees, or similar damages, even if HexPrep was advised of the possibility of such damages.

Any claims for loss or damage must be reported to HexPrep within seven (7) business days of discovery, or such claims shall be deemed waived.

6. Damaged Goods

If a product arrives damaged, HexPrep will document the condition of the Goods upon receipt and notify the Client. The Client must provide written instructions within seven (7) business days regarding how the damaged Goods should be handled, including return to retailer, shipment back to the Client, storage, or disposal.

If no instructions are received within the 7-day period, HexPrep may proceed with disposal or storage of the Goods at the Client's expense, in accordance with Section 4 (Disposal).

HexPrep is not responsible for pursuing retailer claims, replacements, or refunds on behalf of the Client. Any labor required to handle, document, repackage, return, store, or dispose of damaged Goods will be billed accordingly.

HexPrep is not responsible for concealed or internal damage that is not visible upon receipt.

7. Unprocessable Items

Items that cannot be processed, shipped, or fulfilled due to damage upon arrival, incorrect fulfillment by the supplier, missing or inaccurate product information, regulatory or compliance issues (including hazmat review), lack of authorization for sale, or any other operational issue are considered Unprocessable.

The Client must resolve these issues within thirty (30) days. Applicable storage fees and labor charges will apply. The Client may elect to have such items returned, shipped to another designated location, stored, or disposed of at the Client's expense.

Any items that remain unaddressed after the 30-day period may be deemed abandoned, become the property of HexPrep, and be disposed of as deemed appropriate.

8. Storage

HexPrep provides up to fourteen (14) days of free storage from the date inventory is received. Storage time begins on the date the inventory is checked in or otherwise made available for processing.

Inventory remaining in storage beyond the 14-day free period will be subject to storage fees of \$0.01 per unit per day, unless otherwise agreed in writing.

Storage fees will continue to accrue until the inventory is processed, shipped, returned, disposed of, or otherwise removed from HexPrep's facility. Applicable storage fees are billed in accordance with HexPrep's billing policies.

9. Right to Refuse Service

HexPrep reserves the right to refuse, suspend, or terminate services, in whole or in part, at its sole discretion. This may include, but is not limited to, refusal or suspension due to non-payment, non-compliance with these Terms of Service, unsafe or prohibited inventory, operational concerns, or conduct that interferes with HexPrep's ability to provide services to other clients.

Refusal or termination of service does not relieve the Client of responsibility for any outstanding balances, accrued fees, or costs incurred prior to termination.

10. Contact

If you have any questions regarding these Terms of Service or need to provide notice under this agreement, please contact HexPrep at contact@hexprep.com.