

# BORD

## GENERAL TERMS OF SERVICE

Effective Date: June 2026 • v2

These General Terms of Service (“**Terms**”) govern the purchase or use of products and services provided by **BORD** by the customer accepting these Terms (“**Client**”). “BORD” means **BORD Operating LLC** and, where a local BORD affiliate is identified in the applicable quote, proposal, or Order Form, that local affiliate.

By approving a quote, placing an order, accepting services, making payment, accessing BORD systems, or otherwise engaging BORD, Client agrees to these Terms.

If Client and BORD have executed a separate signed Master Services Agreement (“MSA”), the MSA shall prevail to the extent of any conflict.

### 1. Services

BORD provides managed operational infrastructure services for distributed teams, which may include:

- equipment procurement
- onboarding logistics
- offboarding / recovery
- warehousing
- relocation / redeployment
- technical coordination
- asset management
- reporting tools
- related operational services

Service availability varies by country, city, and operational capability.

### 2. Operating Model

BORD generally operates through a local-first execution model. Whenever commercially and operationally feasible, products and services are fulfilled through in-country sourcing, local warehousing, domestic logistics providers, and approved operating partners.

### 3. Order of Precedence

In the event of any conflict, the following order of precedence applies, from highest to lowest, and only as to the specific conflicting term:

1. A signed Master Services Agreement (MSA);
2. The applicable Order Form, approved quote, or signed proposal;
3. Any applicable Service Level Agreement (SLA);
4. These Terms;
5. The then-current BORD Service Matrix;
6. BORD’s public policies, including the Fulfillment Policy and Privacy Notice.

## 4. Quotes and Orders

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Quotes issued by BORD are non-binding until accepted by BORD. Orders may be placed through an approved quote, signed proposal, email confirmation, portal / platform order, or a purchase order accepted by BORD. All orders are subject to availability, operational feasibility, pricing confirmation, and these Terms.

## 5. Pricing

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Unless otherwise agreed in writing, pricing shall be governed by, in order:

7. approved quote;
8. signed proposal;
9. then-current BORD Service Matrix;
10. other written commercial terms.

BORD may reasonably update pricing, surcharges, country fees, or standard service fees from time to time.

## 6. Payment Terms

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Unless otherwise approved by BORD in writing: first transactions may require prepayment; subsequent credit terms may be granted at BORD discretion; and approved terms may include Net 15 or Net 30. BORD may suspend, reduce, or revoke credit terms at any time based on risk, overdue balances, or payment history.

Overdue undisputed amounts may accrue interest at the lesser of 1.5% per month or the maximum amount permitted by law. Client may not offset undisputed invoices without prior written consent.

## 7. Taxes

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Fees are exclusive of VAT, sales tax, withholding tax, customs charges, import duties, or similar taxes unless expressly stated otherwise. Client is responsible for all such taxes except taxes based solely on BORD's net income.

## 8. Service Levels

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Operational timelines, ETAs, service availability, and country coverage are governed by the applicable service commitments agreed in writing and the then-current BORD Service Matrix. Any timing references are estimates only and not guaranteed deadlines unless expressly agreed in writing.

## 9. Delivery, Inspection and Risk of Loss

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BORD arranges delivery within the countries where it operates, generally through its local-first model. The Client must inspect equipment on receipt and report any transit damage, loss, or malfunction within seventy-two (72) business hours (three (3) business days) of delivery, retaining the original packaging and providing supporting evidence. Claims submitted after this window may be rejected.

Risk of loss passes to the Client upon delivery. Title to purchased equipment passes upon delivery and receipt of full payment; for rented, financed, or buy-now-pay-later equipment, title remains with BORD or the relevant provider until the applicable conditions are met.

## 10. Warranties

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Except as expressly stated in writing, services are provided on an “as available” basis, timelines are estimates, and BORD does not guarantee uninterrupted availability or specific business results.

Hardware is covered by the applicable manufacturer warranty only, which varies by brand, model, and country; manufacturer warranties belong solely to the manufacturers. For products purchased through BORD, BORD will assist the Client in managing eligible warranty and repair-or-replacement claims. Where BORD accepts that a defect arose from a manufacturing fault or from transit damage, the applicable repair or replacement process applies within the timeframe stated in the Service Matrix or applicable service terms.

## 11. Subscriptions and BORD Care

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Certain BORD offerings are provided on a recurring subscription basis, including BORD Care (BORD’s IT and logistics protection plan, available in Basic, Logistic, and Full tiers). For any subscription:

- Fees are billed in advance at the frequency disclosed at the time of purchase and renew automatically unless cancelled.
- Fees already billed are non-refundable, and BORD will give notice of fee changes before they take effect.
- BORD Care is subject to a minimum term of twelve (12) months per device; on early termination, the fees for the remaining months of that term remain payable.
- BORD Care coverage begins twenty (20) days after payment. The scope of each tier is set out in the Service Matrix or applicable plan description.

## 12. Client Responsibilities

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Client shall timely provide accurate and complete information required for service execution, including addresses, recipient contacts, billing details, approvals, and technical requirements. Client is responsible for the cooperation of its employees, contractors, and recipients. BORD is not responsible for delays caused by inaccurate or missing information.

## 13. Third-Party Providers

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Certain services rely on third-party carriers, suppliers, repair centers, software tools, warehouses, or local partners. BORD will use commercially reasonable efforts to coordinate such services but is not liable for failures beyond its reasonable control. BORD is not acting as manufacturer, insurer, or common carrier.

## 14. Platform Use

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If Client receives access to any BORD platform, portal, or dashboard, Client receives a limited, revocable, non-exclusive right to use such tools for internal business purposes only. Client shall not copy systems, reverse engineer, misuse credentials, interfere with systems, or attempt unauthorized access.

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## 15. Intellectual Property

BORD retains ownership of its software, systems, workflows, trademarks, dashboards, documentation, know-how, and improvements. Client retains ownership of its own data and trademarks.

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## 16. Data Protection

Each Party shall comply with applicable privacy and data-protection law. BORD processes personal data as described in the BORD Privacy Notice. Client is responsible for obtaining any rights, notices, or consents required to share personal data (such as recipient names, addresses, and identity documents) with BORD for performance of the Services. Where required by Client or by applicable law, the Parties shall execute BORD's standard Data Processing Agreement (DPA).

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## 17. Limitation of Liability

To the maximum extent permitted by law, BORD shall not be liable for indirect or consequential damages, lost profits, lost revenue, business interruption, data loss, or loss of goodwill. BORD's total aggregate liability shall not exceed the greater of:

11. USD 25,000; or
12. the total amount paid by Client for the Order(s) that gave rise to the claim.

This limitation shall not apply to Client payment obligations, fraud, or wilful misconduct.

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## 18. Suspension and Termination

BORD may suspend or refuse services immediately where reasonably necessary due to overdue balances, fraud concerns, sanctions / AML concerns, abusive conduct, legal risk, or false information. Either Party may terminate ongoing services for material breach not cured after notice, subject to any agreed project commitments.

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## 19. Force Majeure

BORD shall not be liable for delay or failure caused by events beyond reasonable control, including natural disasters, strikes, war, transport disruption, cyber incidents, shortages, governmental actions, or civil unrest.

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## 20. Governing Law

These Terms shall be governed by the laws of the jurisdiction of the BORD contracting entity, without regard to conflict-of-law principles. Where the contracting entity is BORD Operating LLC, the governing law is that of the State of Delaware, USA. Any dispute shall be brought before the competent courts of the applicable jurisdiction unless otherwise agreed.

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## 21. Changes to Terms

BORD may update these Terms from time to time. Updated versions shall apply to future orders or renewals after publication or notice.

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## 22. Entire Agreement

These Terms, together with applicable quotes, proposals, Order Forms, service schedules, and written commercial terms, constitute the agreement between Client and BORD regarding the relevant order or services.

### **23. Contact**

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For legal or commercial notices, Client may contact BORD at [soporte@bord.co](mailto:soporte@bord.co), or through the designated commercial or legal contact provided during onboarding or contracting.

### **Acceptance of Terms**

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By approving a quote, issuing a purchase order, placing an order, making payment, requesting BORD to proceed, receiving services, or continuing to use BORD services after notice of these Terms, Client agrees to be bound by them.