

Fill in this information to identify the case:Debtor The Container Store, Inc.United States Bankruptcy Court for the: Southern District of Texas
(State)Case number 24-90626**Modified Official Form 410
Proof of Claim****12/24**

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

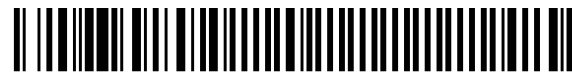
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Crown Equipment Corporation</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Crown Lift Trucks</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Crown Equipment Corporation</u> <u>Sebaly Shillito + Dyer LPA</u> <u>Attn: Christopher S. Baxter</u> <u>220 E. Monument Ave., Ste. 500</u> <u>Dayton, OH 45402, USA</u> Contact phone <u>937-222-2500</u> Contact email <u>kthomas@ssdlaw.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: __ __ __ __
7. How much is the claim? \$ <u>26859.34</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>sale of equipment</u></p>
9. Is all or part of the claim secured?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature or property: <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.</div><div><input type="checkbox"/> Motor vehicle</div><div><input type="checkbox"/> Other. Describe: _____</div></div> <div>Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</div> <div>Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)</div> <div>Amount necessary to cure any default as of the date of the petition: \$ _____</div> <div>Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
10. Is this claim based on a lease?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____</div>
11. Is this claim subject to a right of setoff?	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/18/2025
MM / DD / YYYY

/s/Christopher S. Baxter
Signature

Print the name of the person who is completing and signing this claim:

Name Christopher S. Baxter
First name Middle name Last name

Title Attorney and Agent

Company Sebaly Shillito + Dyer LPA
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 251-3046 | International (310) 751-2615

Debtor: 24-90626 - The Container Store, Inc.		
District: Southern District of Texas, Houston Division		
Creditor: Crown Equipment Corporation Sebaly Shillito + Dyer LPA Attn: Christopher S. Baxter 220 E. Monument Ave., Ste. 500 Dayton, OH, 45402 USA Phone: 937-222-2500 Phone 2: Fax: 937-222-6554 Email: kthomas@ssdlaw.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor: Crown Lift Trucks	Amends Claim: No Acquired Claim: No	
Basis of Claim: sale of equipment	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 26859.34	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Christopher S. Baxter on 18-Feb-2025 4:07:54 p.m. Eastern Time Title: Attorney and Agent Company: Sebaly Shillito + Dyer LPA		



INVOICE

4100 Dale Earnhardt Way
Ste 100
Northlake, TX 76262
Tel 817-767-4886
Fax 817-767-4889
crown.com

Remit to:
PO Box 641173
Cincinnati, OH 45264-1173

Invoice: **198162033**
Invoice Date: **11/27/2024**
Terms: **Net 10**
Due Date: **12/7/2024**

Sold to :

The Container Store
Accounts Payable
500 Freeport Pkwy
Coppell, TX 75019

Shipped to :

The Container Store
Exchange St.
Ashburn, VA 20147

Ship to GeoCode: 471071854
Ship to Customer: 614115

Purchase Order	Requested by	Invoice Type	Ship Date	FOB	Ship Via
54822		Sales	6/24/24	Delivered	
Quantity	MFG	Product	Description	Total Price	
1	Crown	SX3200-40	Walkie Straddle Stacker S/N:10638124	\$25,339.00	

We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of The Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor, issued under Section 14 thereof.

All claims for a shortage or damage must be made in writing with five(5) days from the receipt of good. All returns shall (i) be accompanied by the original invoice, (ii) be subject to a twenty-five percent (25%) restocking fee, and (iii) not apply to electrical, non-stock and special order parts/goods. All core returns must be made in thirty (30) days to receive full credit. Non-Crown parts will be subject to terms of each supplier's return policy. No credit is issued for shipping and handling charges.

These commodities are subject to the export control legislation of the United States, the EU and/or an EU Member State. Diversion contrary to U.S. law, EU law or the law of an EU Member State is prohibited. These commodities are expressly prohibited from being exported to countries subject to U.S. and EU embargoes without license.

Where Buyer and Crown have entered into an executed an agreement governing the transaction contemplated herein, the terms set forth in such agreement shall govern. Otherwise, to the extent applicable, Crown's Terms and Conditions of Sale available at crown.com are incorporated as if fully restated herein and govern the transaction described herein. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by these Terms and Conditions.

Sub Total:	\$25,339.00
Sales Tax:	1,520.34
Total:	\$26,859.34
Amount Paid:	0.00
Total Due:	\$26,859.34

Please Remit to:

Crown Equipment Corporation
PO Box 641173
Cincinnati, OH 45264-1173

Invoice: **198162033**
Invoice Date: **11/27/2024**
Customer: **103622**
Sales Order: **T2923**

Thank you for your Business.

A 1 1/2 % monthly service charge will be added on all past due Invoices at an annual rate of 18%

TERMS AND CONDITIONS OF SALE**1. Compliance**

The buyer ("Buyer") identified on the applicable Crown Equipment Corporation ("Crown") quotation ("Quotation") hereby acknowledges and agrees to comply with applicable laws and regulations in performance of its obligations under these terms and conditions of sale ("Terms and Conditions"). Such applicable laws and regulations include but are not limited to those governing the use, maintenance, operation, recycling, and disposal of products, materials and equipment, such as those governing employers of operators of lift trucks, set forth in the applicable OSHA regulations (see Section 1910.178). Crown will provide a copy of the OSHA regulations upon written request.

2. Operator Training

Buyer understands that OSHA requires that operators of its lift trucks be trained, evaluated and certified as competent to safely operate the particular model truck used in the performance of the job. Buyer understands this obligation and will only permit properly trained and certified operators to use lift trucks. At Buyer's request, Crown will provide information on the training material and resources available through its Training Department.

3. General

The Quotation and these Terms and Conditions shall be the complete and exclusive terms and conditions applicable to the agreement between Crown and Buyer. Upon signing the Quotation or issuing a purchase order or the like, Buyer accepts the Quotation and these Terms and Conditions. In the absence of written acceptance or the issuance of a purchase order or the like, payment for the equipment shall constitute Buyer's acceptance of these Terms and Conditions. Crown shall not be bound by Buyer's terms and conditions unless expressly agreed to in writing. Any different or additional terms or conditions in any order, proposal, acknowledgment form, or any other document of Buyer are hereby deemed material alterations and are null and void and superseded by the Quotation and these Terms and Conditions.

4. Price

Prices as quoted are in U.S. dollars and are firm for the period of time set forth in the Quotation. Thereafter, they are subject to change without notice to the prices prevailing at time of acceptance. Prices are F.O.B. carrier's equipment at Crown's factory and are exclusive of all taxes—federal, state or local. If Crown is required to pay or collect any tax or duty owed by Buyer, such payment or collection shall be added to the price. If there is a delay in completion or shipment of order, due to any change requested by Buyer, or as a result of any delay on Buyer's part in furnishing information necessary for completion of the order, the price initially agreed upon at time of acceptance is subject to change.

5. Surcharges

Notwithstanding anything in the Quotation, these Terms and Conditions, or any related materials to the contrary, Crown reserves the right, at the time of order and/or at any time before starting production, to charge Buyer a surcharge on each unit of equipment ordered by Buyer, to cover increased commodity costs, duties, tariffs or other related items, in each case, which have impacted Crown. Buyer shall provide Crown written notice if Buyer objects to the surcharge, at which time Crown or Buyer shall be permitted to cancel the order; provided that Buyer's failure to provide written notice of cancellation within five (5) business days of being informed of the surcharge shall constitute Buyer's acceptance of the surcharge.

6. Delivery Date

The promised delivery date is the best estimate possible, based upon current and anticipated factory loads, of when the equipment will be shipped. Crown shall have no liability for lost profits or incidental or consequential damage due to delays. If any contingency beyond the control of Crown occurs that prevents Crown from shipping the equipment on time, Crown may allocate production and delivery among Crown's customers without liability.

7. Payment

Payment shall be net 10 days date of shipment unless otherwise agreed to in writing. Production, shipment, and delivery shall at all times be subject to the approval of Crown's credit department. Crown reserves the right at any time to modify or withdraw credit terms without notice and to require guarantees, security, or payment in advance of the amount of the credit involved. If Crown at any time doubts Buyer's financial responsibility, Crown may decline to make shipments hereunder except upon cash payment in advance or receipt of security or other proof of responsibility satisfactory to Crown.

8. Title

Title to all equipment shall remain in Crown until the complete purchase price and all additional costs and charges, as adjusted, are paid by Buyer. Crown shall retain a security interest in, and right to repossess, any such equipment until it is paid in full. Risk of loss shall pass to Buyer upon delivery to Carrier.

9. Changes

Any change order by Buyer will not be considered effective until mutual agreement has been reached between the Buyer and Crown as to the effect of any changes in prices, delivery, and other conditions of the order.

10. Inspection and Notice of Defect

Unless otherwise specified, the equipment to be furnished hereunder shall be subject to Crown's standard inspection at the place of manufacture. If inspection by the Buyer at the place of manufacture is provided for, Buyer's inspectors shall be deemed agents of Buyer to accept the equipment on Buyer's behalf regardless of deviation from formal specifications. Notice of any defects or claims of any nature (except warranty) must be made within 30 days of delivery.

11. Returns

Returns will not be accepted for any reason without Crown's prior written authorization. If Crown does provide written authorization of a return, Buyer shall be responsible for paying all return shipping costs, as well as any handling, restocking and related fees associated with the return, as determined by Crown in its sole discretion.

12. Warranty by Crown

The manufacturer's standard published warranties in effect at the time of shipment for the particular equipment shall apply. NOTWITHSTANDING ANYTHING IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS TO THE CONTRARY, THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

13. Limitation of Liability

In the event Buyer claims that Crown has breached any of its obligations, whether in warranty or otherwise, Crown may request and require return of the equipment and refund the Buyer's purchase price upon Crown's receipt of the returned equipment. If Crown so requests the return of the equipment, the equipment shall be redelivered per Crown's instructions at Crown's expense. In such event, Crown shall absolutely have no further obligation to Buyer except to refund the purchase price. THE REMEDY PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST CROWN FOR BREACH OF ANY OF CROWN'S OBLIGATIONS.

NOTWITHSTANDING ANY OTHER PROVISION IN THE QUOTATION, THESE TERMS AND CONDITIONS, OR ANY RELATED MATERIALS, IN NO EVENT SHALL CROWN BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES, NOR SHALL CROWN'S LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THE MANUFACTURE, SALE, DELIVERY, OR USE OF THE EQUIPMENT, OR OTHERWISE, EXCEED THE PURCHASE PRICE THEREOF. THE REMEDIES AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO ALL CLAIMS AND DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH CLAIMS AND/OR DAMAGES WERE FORESEEABLE.

14. Propriety Information-Confidentiality

Any specifications, drawings, plans, notes, instructions, engineering notices, or technical data of Crown furnished to Buyer shall be deemed to be incorporated herein by reference the same as if fully set forth herein. Crown shall at all times retain title to all such documents, and Buyer shall not disclose such to any third party without Crown's prior written consent. Upon Crown's request, Buyer shall promptly return to Crown all such documents and copies thereof.

15. Termination

Crown may terminate upon immediate written notice to Buyer on the happening of any of the following events: (a) Failure of Buyer to accept delivery of equipment or to pay any indebtedness to Crown when due, accompanied by a failure within ten (10) days after demand therefor, to fully pay the same or provide assurance of payment satisfactory to Crown; (b) Failure by Buyer to honor any promise on Buyer's part or to perform any of its obligations, other than the payment of any indebtedness to Crown, after Buyer shall have been notified by Crown of such failure and in Crown's opinion shall have failed to correct the same within thirty (30) days after receipt of such notice; (c) Repetition by Buyer of a failure which is the same or substantially the same as the one previously corrected by Buyer after notice as provided in subparagraph (a) above; (d) The material inaccuracy of any information set forth in any application, claim, schedule, certificate, or other document heretofore or hereafter furnished by Buyer to Crown; and (e) If Buyer shall cease to function as a going concern, or makes an assignment for the benefit of creditors, or any proceeding under any federal or state bankruptcy, receivership, or insolvency laws is instituted by or against Buyer, or the liquidation, dissolution, merger, or consolidation of Buyer occurs, or a receiver or trustee for Buyer or any of its assets or property is appointed or applied for. Termination shall not release or affect, and this agreement shall remain fully operative as to, any obligations or liabilities incurred by Buyer prior to the effective date of such termination; provided, that all indebtedness of Buyer to Crown shall become immediately due and payable on the effective date of termination without demand, and Crown may deduct from any sums it owes to Buyer sums owed by Buyer to Crown. Any orders received from Buyer, which have not been shipped prior to Buyer's receipt of notice of termination or the effective date of termination or expiration, whichever shall occur first, shall only be shipped C.O.D. or cash in advance.

16. Tooling

Unless otherwise agreed to in writing, all tooling shall remain the property of Crown.

17. Modifications and Specifications

In the event Buyer modifies the equipment sold hereunder without the express written consent of Crown, or Buyer fails to implement any changes in the equipment directed by Crown, or where equipment is manufactured from patterns, plans, drawings, or specifications furnished by Buyer and such manufacturing results in an infringement or other intellectual property claim, Buyer agrees to indemnify, defend, and hold Crown harmless from any and all claims, demands, suits, costs, and expenses (including but not limited to attorneys' fees and litigation costs) incurred thereby, whether in contract, tort, or otherwise resulting from such modification, failure or infringement.

18. Connected Products

The equipment may be a "Connected Product" or include a "Connected Service" meaning that the equipment may collect data about the operation and use of such equipment and transmit such data to Crown. Crown's Data Use Policy for Connected Products and Services (available at: www.crown.com) is incorporated herein by reference and shall govern Crown's use of any data collected and transmitted to Crown through a Connected Product or Connected Service. Such Data Use Policy may be updated by Crown periodically as set forth therein.

19. Contingencies

Crown shall not be liable for any default or delay in performance if caused, directly or indirectly, by acts of God; war; force of arms; fire; the elements; riot; labor disputes; picketing or other labor controversies; sabotage; civil commotion; accidents; any governmental action, prohibition or regulation; delay in transportation facilities; shortage or breakdown of or inability to obtain or non-arrival of any labor, material, or equipment used in the manufacture of the equipment; failure of any party to perform any contract with Crown relative to the production of the equipment; or from any cause whatsoever beyond Crown's control, whether or not such cause be similar or dissimilar to those enumerated. Crown shall promptly notify Buyer of the happening of any such contingency and of the contemplated effect thereof on the manufacture and delivery of the equipment.

20. Miscellaneous

Buyer's rights and obligations hereunder may not be assigned or delegated without the prior written consent of Crown. Crown may freely assign its rights and obligations. The Quotation and these Terms and Conditions shall be governed by and construed in accordance with the Uniform Commercial Code as adopted by Ohio under which jurisdiction Buyer consents. The Quotation and these Terms and Conditions supersede all prior written or oral agreements with respect to the subject matter hereof. The invalidity of any part of the Quotation or these Terms and Conditions shall not affect the validity of the remaining provisions. All claims or suits against Crown must be made within one (1) year of the date the cause of actions occurred (regardless of when they were discovered) or be forever barred. No waiver shall be effective against Crown unless Crown agrees to same in writing. Paragraph headings found herein are for convenience only and are not to be considered in interpreting any of the provisions hereof.

Forklifts



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