

Terms and Conditions - T.W.R.S.

Payment Policy

Our terms are **Net 30 Days** with credit approval. Your invoice(s) will be mailed the day of shipment and a statement of your account will be mailed the first week of every month.

In order to remain on an open accounts status, these terms must be met. An 18% APR finance charge will be added to all invoices 120+ days. In the event that the account is **120 days past due** and no payment arrangements have been made, court costs and attorney's fees will be added charges.

We accept all major credit cards. A 3% surcharge on the total order will be added if paying by credit card.

Returns

- In no case is merchandise to be returned to The Warehouse Rentals and Supplies for credit without authorization.
- Any merchandise returned without prior authorization will remain the property of sender and TWRS will not be responsible for same.
- Merchandise must be in new condition.
- All returns may be exchanged for other merchandise of equal dollar value. Freight charges may apply.
- Restocking fees may apply.
- Any cost incurred by TWRS to restore returned merchandise to new condition will be charged to the customer.

Operational Safety

Do not use any equipment purchased or rented from The Warehouse Rentals and Supplies until you have read all applicable instructions, warnings and operator manuals, this is sole responsibility of the purchaser. Failure to comply may expose persons to severe injury or death.

Warning

- Blast operators and others working in the vicinity of abrasive blasting must always wear properly-maintained, NIOSH- approved, respiratory protection appropriate for the job site hazards.
- DO NOT USE abrasives containing more than 1% crystalline (free) silica.
- Inhalation of toxic dust (crystalline silica, asbestos, lead paint and other toxins) can lead to serious or fatal disease (silicosis, asbestosis, lead or other poisoning).

Indemnification Agreement

Purchaser agrees, to the fullest extent permitted by law, to fully indemnify, hold harmless, and defend Seller (TWRS), its parent, subsidiary, and affiliated corporations, its owners, officers, directors, employees, agents, representatives and insurers (collectively, "indemnities") from and against any and all claims, demands, suits, damages, judgments of sums of money, losses and expenses, including but not limited to attorney's fees and costs (collectively referred to herein as "Claims"), arising out of or resulting from any bodily injury, sickness, disease or death, or injury to or destruction of tangible property, arising out of or resulting from the use, sale, rent or distribution of any and all products purchased or rented from Seller (TWRS) by Purchaser herein, regardless of whether or not such claim arises in whole or in part out of Seller's (TWRS) alleged fault, including but not limited to Seller's (TWRS) negligence, strict liability, products liability, breach of warranty or any other act or omission. Purchaser expressly waives any and all immunity from suit by Seller (TWRS), its parent, subsidiary, and affiliated corporations, and its owners, officers, directors, employees, agents, representatives and insurers, by operation of any workers' compensation or similar statute.