

# Sale Terms and Conditions



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# **Southern Rental Equipment Sale Terms and Conditions**

## **1. Sale Agreement**

- This Agreement governs the sale of equipment ("Equipment") by Southern Rental Equipment ("Seller") to the purchasing party ("Buyer").
- By signing the agreement, submitting payment, or accepting delivery, Buyer agrees to all terms contained herein.

## **2. Purchase Price and Payment**

- Buyer agrees to pay 100% of the purchase price prior to delivery unless otherwise agreed in writing.
- Late payments are subject to interest at 1.5% per month (18% annually) or the maximum allowed by law.
- All payments must be made without offsets, deductions, or delays.

## **3. Title/Bill of Sale and Risk of Loss**

- Title transfers to Buyer only upon full payment with a bill of sale.
- Risk of loss passes to Buyer upon delivery to the designated site, regardless of payment status.

## **4. Delivery and Site Requirements**

- Buyer is responsible for ensuring the delivery site is level, accessible, and free of obstructions.
- Additional delivery or relocation fees apply for failed or delayed access, unprepared sites, or site obstructions.
- Permits, utility access, and any required inspections are the sole responsibility of Buyer.

## **5. Inspection and Acceptance**

- Buyer may inspect the Equipment prior to delivery at its own expense.
- Failure to object in writing before or upon delivery constitutes acceptance of the Equipment as-is.

## **6. Condition and Warranty**

- All Equipment is sold "AS IS, WHERE IS."
- Seller disclaims all warranties, express or implied, including merchantability and fitness for a particular purpose.

## **7. Cancellations**

- Orders may be canceled before delivery only with Seller's written consent.
- A cancellation fee up to the full value of the sale may apply depending on costs incurred by Seller.
- Refunds (if any) will be offset by cancellation fees and associated expenses.

## **8. Insurance**

- Buyer must insure the Equipment against loss or damage for at least the full replacement value until title/bill of sale is transferred.
- Until full payment is received, Buyer shall name Seller as loss payee on all applicable insurance policies.

## **9. Indemnification and Liability**

- Buyer waives claims against Seller for damages to contents or third-party injury related to Equipment.
- Seller is not liable for incidental, consequential, or indirect damages.
- Buyer agrees to indemnify and hold harmless Seller against any claims, losses, or legal expenses arising from the sale, delivery, or use of the Equipment.

## **10. Default and Remedies**

- Seller may terminate this Agreement and recover Equipment and all legal costs if Buyer fails to pay or breaches any term.
- Buyer consents to repossession and disposal of any personal property left in the Equipment post-default.

## **11. Legal Compliance**

- Buyer is solely responsible for compliance with all applicable local, state, and federal regulations related to the Equipment and its use.
- Buyer agrees to indemnify Seller for any penalties, fees, or legal issues arising from non-compliance.

## **12. Jurisdiction and Governing Law**

- This Agreement shall be governed by the laws of the State of Florida.
- Venue for legal actions shall be the county in Florida where the Seller's principal office is located.
- The prevailing party in any dispute shall be entitled to recover reasonable attorneys' fees and court costs.

## **13. Entire Agreement and Modifications**

- This Agreement represents the entire understanding between the parties and supersedes all prior agreements or communications.
- No amendments or modifications shall be valid unless made in writing and signed by both parties.
- Buyer documents (e.g., POs or terms) do not override or modify these terms unless expressly agreed to in writing.

## **14. Severability**

- If any clause is deemed invalid, the remaining provisions shall remain in full force and effect.

## **15. Acceptance**

By signing this agreement, executing an Order that references this Agreement, taking delivery of the Equipment, or other commercially acceptable methods of acceptance, Buyer agrees to the terms of this Agreement.

**Lessee:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_