

RENTAL TERMS AND CONDITIONS

1. The RENTER (Borrower) shall keep and maintain the rented equipment during the terms of the rental at his own cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear excepted.
2. The RENTER shall pay the OWNER **full compensation for replacement and/or repair of any equipment, which is not returned because it is lost or stolen**, or any equipment which is damaged and in need of repair, to put it into the same condition it was in at the start of the rental, **Up to the amount of the deposit money**, normal wear and tear excepted. The OWNER's invoice for replacement or repair is conclusive as to the amount the RENTER shall pay under this paragraph for repair or replacement.
3. The RENTER shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior written approval of the OWNER. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is in the RENTER's possession.
4. The equipment shall be picked up by the RENTER and returned to the OWNER at the RENTER's risk, cost and expense, UNLESS OTHERWISE AGREED UPON. If a periodic rental rate is charged by the OWNER, rental charges are billed to the RENTER for each period or portions of the period from the time the equipment is delivered to the RENTER until its return. If a term rental rate is charged by the OWNER, rental charges are billed to the RENTER for the full term even if the equipment is returned before the end of the term. If the equipment is not returned during or at the end of the term, then the rental charges shall continue on a full term basis for any additional term or portion thereof until the equipment is returned.
5. No allowance will be made for any rented equipment or portion thereof which is claimed to not have been used. Acceptance of returned equipment by the OWNER does not constitute a waiver of any of the rights the OWNER has under the rental agreement.
6. The RENTER shall not pledge or encumber the rented equipment in any way. The OWNER may terminate this agreement immediately upon the failure of the RENTER to make rental payments when due, or upon the RENTER's filing for protection from creditors in any court of competent jurisdiction.
7. The OWNER makes no warranty of any kind regarding the rented equipment, except that the OWNER shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after the RENTER returns the non-conforming equipment.
8. **The RENTER indemnifies and holds the OWNER and T'Work harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.**
9. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by the OWNER in protection of its rights under this rental agreement and for any action taken by the OWNER to collect any amounts due the OWNER under this rental agreement.
10. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of the RENTER.

Limitation of Liability for T'Work

You agree that you are making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis. Accordingly, to the extent permitted by applicable law, we exclude all express or implied warranties, terms and conditions including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, to the extent permitted by applicable law, we (including our parent, subsidiaries, and affiliates, and our and their officers, directors, agents and employees) are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, equipment, tools, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from:

- bodily injury, to yourself or a third party, that results from the use of an item listed and procured through the services of T'Work;
- damage to equipment from the use of any T'Work Service;
- your use of or your inability to use our Services;
- pricing, transportation, format, or other guidance provided by T'Work;
- delays or disruptions in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Services;
- the content, actions, or inactions of third parties, including items listed using our Services or the destruction of allegedly fake items;
- a suspension or other action taken with respect to your account or breach of the Abusing T'Work Section above;
- the duration or manner in which your listings appear in search results as set out in the Listing Conditions Section above; or
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to this User Agreement or our policies.

Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.