



ALLY RENTAL LLC TERMS AND CONDITIONS

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Privacy Statement

- We are committed to protecting your privacy.
- Authorized employees within the company will only use any information collected on a need-to-know basis.

Important Information

- You should carefully read the following Terms and Condition.
- Your purchase or use of our products implies that you have read and accepted these Terms and Conditions.
- If any of the conditions are deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of the remaining conditions.

General Terms and Conditions

- Phone, written, or faxed orders must include all data requested on the order form.
- All orders are normally processed internally within 48 hours of receipt.
- Notification of delays in shipping will be forwarded immediately upon receipt from our suppliers.

Special Terms and Conditions

- Certain products, such as Blockader Steel Barriers and walkthrough metal detectors, have product specific terms and conditions. These will be incorporated into the rental agreement provided.
- These are in addition to standard terms and conditions, and must be read and acknowledged prior to submitting any orders.

Prices

- All prices are subject to change without notice.
- Goods will be invoiced at the rate quoted on the order submitted.

Terms

- COD orders are not accepted.
- Public agencies (city, state, county, federal) automatically receive an open account when an official order is submitted.
- Private companies must either prepay by credit card or check. A private company may also submit a Credit Application, including four (4) credit and bank references, all of whom will be contacted. This can delay your order for up to 21 days.

Payment

- Payment is expected in full at least 10 days prior to the delivery date.
- If credit is approved, the net amount is due 25 days from the date of the invoice.
- Payments not received within 25 days will be assessed a 2% late fee for each 25-day delay, retroactive to the invoice date.
- Failure to pay the late fee will affect future credit.

Sales Tax

- Sales Tax is due on all orders shipped to Pennsylvania unless a current Exemption Certificate is supplied.

Past Due Invoices

- If an invoice is not paid in full within 50 days, Ally Rental will initiate the collection process.
- The buyer is responsible for all costs and expenses, including collection and/or attorney's fees, incurred by Ally Rental in the collection process whether by litigation or otherwise.

Title Reserved

- All goods remain the property of Ally Rental until full performance of the contract, and until all sums due are paid in full, including the shipping and handling charge and applicable sales tax.

Quality

- Ally Rental offers products which we consider to be equal to or better than similar products in the North American market.

Warranty

- Ally Rental guarantees its products to be free of defects in workmanship and materials for one (1) year from date of delivery.
- This warranty does not cover deliberate destruction or damage due to vandalism, abnormal use, or normal wear and tear in the working environment.

Specifications

- Specifications in any of Ally Rental brochures, documents or websites were correct at time of publication.
- Ally Rental is continually modifying or improving its products.

Shipping and Handling

- The FOB point is when the transportation carrier accepts the shipment.
- Unless specified "collect," all shipments will be subject to a shipping and handling charge added to the invoice.
- Unless a specific routing is requested, all shipments will be at the discretion of the warehouse which is provide the product(s).

Specific Shipping Dates

- Ally Rental will attempt to arrange delivery on or before the specific date requested, but can in no case be held responsible for any delays prior to shipment due to delay by freight carriers, fires, strikes, acts of God, war or any other causes, nor with any delays by the transportation carrier.
- All reasonable efforts will be made to provide notification of delays in either shipping or transit.

Loss or Damage in Transit

- Ally Rental is not responsible for any loss or damage in transit.
- Once the transportation carrier signs for receipt of the merchandise as complete and in good condition, the transportation carrier is responsible for delivering the merchandise to the buy in complete and good condition.
- Upon your receipt of the shipment, open all cartons immediately and examine all products for damage or shortages.
- Failure to do so may invalidate any claim against the carrier.
- Do not refuse any part of a shipment.
- Do not sign the delivery receipt or Bill of Lading until all damages or shortages have been noted.
- If you accept the shipment without proper notification, you do so at your own risk.
- Contact Ally Rental immediately after inspecting your shipment if there are any questions or problems.