



RE: PURPOSE SAVANNAH ARCHITECTURAL SALVAGE YARD TERMS, CONDITIONS AND DISCLAIMERS

These terms, conditions and disclaimer (these “Terms and Conditions”) govern any access to Re:Purpose Savannah’s (“we”, “our”, or “us”) architectural salvage yard (our “Yard”), any purchase or acquisition of items from our Yard, or use of Re:Purpose Savannah’s architectural salvage yard services by any person, whether individually or on behalf of an entity (“you”).

By entering our Yard, purchasing or acquiring any items from our Yard, or receiving services from us, you acknowledge and accept these Terms and Conditions as binding and enforceable on you.

1. LEAD-BASED PAINT DISCLOSURE

Numerous items available in our Yard, particularly those salvaged from older structures, might contain lead-based paint or other hazardous substances. Lead-based paint was commonly utilized in structures constructed before 1978. By handling, purchasing or acquiring items from our Yard, you recognize the potential presence of lead-based paint and assume responsibility for proper handling and compliance with applicable regulations.

2. INSPECTION AND HAZARD AWARENESS

It is your responsibility to inspect and assess any items you handle, acquire, or purchase from our Yard for the presence of lead-based paint or other hazardous substances. Seeking guidance from qualified professionals regarding the handling, abatement, and disposal of such items is strongly recommended. We will not be responsible for any inspection, assessment, or providing any guidance regarding our items for lead-based paint or hazardous substances. By handling, purchasing, or acquiring any of our materials, you understand mishandling items containing lead-based paint can pose health risks, particularly to children and pregnant individuals.

3. LIVE INSECTS IN WOOD PRODUCTS

Wood products, including reclaimed lumber, may contain live insects due to their natural origin and aging process. We do not guarantee the absence of live insects in wood products in or acquired from our Yard. It is your responsibility to thoroughly

912.272.0268
repurposesavannah.org
info@repurposesavannah.org



inspect and treat wood products, if necessary, acquired from our Yard to prevent infestations or damage from insects.

4. LIABILITY AND INDEMNIFICATION

Re:Purpose Savannah shall not be liable for any damages, health issues, losses, injuries, or claims arising from access to our Yard, any purchase or acquisition of items from our Yard, or use of Re:Purpose Savannah’s architectural salvage yard services by any person, whether individually or on behalf of an entity; the presence, handling, or use of items in or acquired from our Yard containing lead-based paint, hazardous substances, or live insects. By accessing our Yard, purchasing or acquiring any items, or using Re:Purpose Savannah’s architectural salvage yard, you agree to indemnify and hold Re:Purpose Savannah harmless from any claims, liabilities, losses, damages, expenses, or costs arising out of or related thereto.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL RE: PURPOSE SAVANNAH LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, FOR ANY LOST PROFITS, LOST DATA, OR LOSS OF BUSINESS, OR FOR ANY OTHER CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND CLAIMED BY YOU OR ANY THIRD PARTY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. ENVIRONMENTAL COMPLIANCE

It is your responsibility to comply with all relevant environmental laws and regulations when acquiring, purchasing, handling, transporting, or disposing of items from our salvage yard. This includes adhering to guidelines for proper handling and disposal of items containing lead-based paint and addressing the potential risk of live insects in wood products.

6. TITLE AND OWNERSHIP

Re:Purpose Savannah offers no representation or warranty concerning the title, ownership, history, or condition of any item in our Yard. It is your responsibility to conduct your own due diligence and research the history of any item you handle, acquire, or purchase from our Yard.

YOU ACKNOWLEDGE AND ACCEPT AS BETWEEN YOU AND RE: PURPOSE SAVANNAH, THAT ALL ITEMS IN THE YARD ARE “AS-IS, WHERE-IS” WITHOUT WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS, OR IMPLIED,

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INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RE: PURPOSE SAVANNAH DOES NOT REPRESENT OR WARRANT THAT ITS SERVICES OR ITEMS FROM OUR YARD WILL MEET ANY PARTICULAR PARTY'S NEEDS, REQUIREMENTS, OR INDUSTRY STANDARDS.

7. CHANGES TO TERMS

These Terms and Conditions are incorporated by reference into any other agreement, waiver, price estimate, proposal, scope of work, or other written description between you and us.

We retain the right to modify, update, or amend these Terms and Conditions without prior notice.

8. GOVERNING LAW

This disclaimer is subject to and interpreted in line with the laws of Georgia. Any legal action or dispute arising out of or in connection with this disclaimer shall be subject to the exclusive jurisdiction of the courts of Chatham County, Georgia.

Last updated: Jan 15, 2024