

LIMITED DAMAGE WAIVER ADDENDUM

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL DAMAGE WAIVERS PROVIDED TO CUSTOMERS ("LESSEES") OF RITE-WAY EQUIPMENT COMPANY, INC. (HEREINAFTER ALSO REFERRED TO AS "RVEC," "LESSOR," "WE," "US" AND "OUR")

You, the "Customer" or "Lessee," are responsible for protecting all items rented to you (hereinafter, "Rented Item(s)") by RVEC under the terms of your Rental Contract from any and all loss, theft, damage, and destruction. Except as provided below, if any Rented Item(s) is/are lost, stolen, damaged or destroyed during your rental, you will be responsible to RVEC for all costs associated with repairing, restoring and/or replacing such Rented Item(s). You may also be responsible to RVEC for additional charges during the period required to repair, restore or replace any Rented Item(s) which is/are lost, damaged or destroyed, and/or the loss in value of such Rented Item(s). If: (a) we make our Optional Limited Damage Waiver ("LDW") available; and (b) you (i) accept it (as provided below); and (ii) fully and timely pay to RVEC the non-refundable LDW Fee reflected in your Rental Contract prior to commencement of your rental, then to the extent set forth below, RVEC agrees to waive certain claims against you arising from physical damage to any Rented Item(s) covered by LDW (hereinafter, "Covered Item(s)"), subject to the remaining terms hereof. **You will otherwise remain liable for 100% of all loss; theft, and damage to or destruction of the Rented Item(s).**

LDW IS OPTIONAL AND MAY BE DECLINED IF YOU PROVIDE TO RVEC PROOF OF THE PROPERTY DAMAGE / INLAND MARINE INSURANCE REFERENCED IN SECTION 11 OF YOUR RENTAL CONTRACT PRIOR TO COMMENCEMENT OF YOUR RENTAL.

LDW is a *partial waiver of our claims for physical damage to or destruction of only Covered Item(s)*. **IT IS NOT INSURANCE, NOR IS IT A WARRANTY.** If LDW has been offered by RVEC and you have paid the Non-Refundable LDW Fee set forth on Page 1 of your Rental Contract, then subject to the remaining terms hereof, including without limitation the "Exceptions and Exclusions" set forth below, RVEC will waive its right to recover from you 80% of its cost(s) (hereinafter, "Repair/Replacement Costs") to repair or replace Covered Item(s) which suffer physical damage of up to \$10,000 during the rental term set forth in your Rental Contract (the "Term"); *provided however*, that: (a) you will remain liable to RVEC for: (i) a "deductible" equal to the 4-week rental rate for each Covered Item; and (ii) all Repair/Replacement costs which exceed \$10,000 in the aggregate across all Covered Item(s); (b) you must notify RVEC in writing of any accident, loss, damage to, or destruction of Covered Item(s) within 24 hours thereafter; (c) you must provide RVEC with documentary evidence of the nature and cause(s) thereof; (d) you must return the subject Covered Item(s) to RVEC, unless we elect to forego such return (in our sole discretion); and (e) you must continue to comply fully with the terms of your Rental Contract, by among other things, fully and timely paying all amounts due and coming due to RVEC.

Exceptions and Exclusions: The foregoing notwithstanding, **the following are NOT COVERED by LDW, and you, the "Customer" or "Lessee," will remain 100% liable for:**

- (a) **Item(s) Not Covered:** (I) All scaffolding and shoring, batteries, glass, tires, tubes, tracks, belts, chains, knobs, hoses and supply items in or on any Rented Item(s); (II) any Rented Item(s) with respect to which you do not pay the non-refundable LDW Fee prior to commencement of your rental (as provided on Page 1 of your Rental Contract); and (III) any and all loss, damage and/or destruction exceeding \$10,000 in the aggregate across all Covered Items;
- (b) **Deductible:** The "deductible" described above;
- (c) **Violations / Breaches:** Loss of or damage to Covered Item(s) due to violation by you, your agents, employees or contractors, of the terms of your Rental Contract, any applicable laws, rules, regulations, policy(ies) of insurance, and/or any "Instructions" as defined in your Rental Contract (including without limitation, any instructions and/or warnings provided by manufacturer(s), as well as EPA Tier 4, and silica dust compliance), specifications and/or warnings provided by RVEC, the owner(s) and/or the manufacturer(s) of such Rented Item(s);
- (d) **Misuse, Abuse, Neglect:** Loss of or damage to Covered Item(s) due to intentional abuse, improper use, negligence, willful misconduct, neglect, overloading, overturning, striking overhead objects, and/or exceeding the rated capacity(ies) of such Item(s);
- (e) **Failure to Return / Criminal Activities:** (I) Any failure to return Covered Item(s) to RVEC (including without limitation, loss, theft and disappearance); and (II) criminal, fraudulent, dishonest and/or illegal act(s) or omission(s) (including vandalism and malicious mischief);
- (f) **Maintenance Failures:** Damage to or destruction of Covered Item(s) resulting from any failure to properly service and/or maintain such Covered Item(s) (including without limitation, failure to maintain proper pressure levels or proper levels of air, water, or manufacturer-approved oil, fuel, lubricants, hydraulic fluid, diesel exhaust fluid, brake fluid and/or coolant);
- (g) **Protection / Security:** Loss of or damage to any Covered Item due to failure to secure and/or protect it (e.g., by leaving it in an unprotected area, leaving it unlocked or with the keys in the ignition, etc.);
- (h) **Governmental Authority / War / Terrorism:** Damage, destruction or loss of or to any Covered Item resulting from or in connection with: (I) action(s) or inaction(s) of any governmental or other civil authority; and/or (II) civil insurrection, act(s) of war and/or terrorism;
- (i) **Transportation:** Damage, destruction or loss of or to any Covered Item during transportation; and
- (j) **Hazmat / Contamination:** Loss of or damage to any Covered Item resulting from: (I) its exposure to hazardous, explosive, combustible, radioactive, toxic, corrosive or noxious materials or substances; (II) nuclear hazard; (III) temperature/humidity; and/or (IV) contamination, including mold, mildew, rust, rot and/or exposure to pollutants and/or contaminants.

This Addendum shall be deemed to modify and supplement, and shall be deemed incorporated into and become a part of your Rental Contract. To the extent any of the terms of this Addendum conflict with the terms of your Rental Contract, the terms of this Addendum shall control. Your Rental Contract shall otherwise remain valid and in full force and effect, and all terms thereof will be deemed incorporated herein.

IMPORTANT: YOU MAY DECLINE LDW IF YOU PROVIDE TO RITE-WAY EQUIPMENT COMPANY, INC. PROOF OF THE PROPERTY DAMAGE / INLAND MARINE INSURANCE REFERENCED IN SECTION 11 OF YOUR RENTAL CONTRACT PRIOR TO COMMENCEMENT OF YOUR RENTAL. NONETHELESS, NO LDW COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT TIMELY PAY THE APPLICABLE LDW FEE.