



## Accidental Damage Waiver

The Red-D-Arc **Accidental Damage Waiver** provides **protection** against **accidental damage claims** resulting from damage to Red-D-Arc welding and positioning equipment or accessories while on rent to the customer. The cost of the waiver is only 14% of the net rental charge and, unlike most other damage waivers in the rental industry, offers damage-protection with **no deductible!**

The Red-D-Arc **Accidental Damage Waiver** is optional on all rental agreements (but mandatory for all Cash Rentals) and **must** be accepted or declined at the commencement of the rental period.

With acceptance of the **Accidental Damage Waiver**, Red-D-Arc will waive its claim against the customer for all accidental damage to equipment (including damage by third parties) unless that damage is due to gross negligence, reckless operation or falls within specific exceptions as stated in the Conditions Of Damage Waiver.

The waiver covers damage and does **not** replace the need for insurance. It does **not** cover equipment loss or theft, and does **not** cover damage caused by natural disasters - which will be charged to the customer at fair-market-value prices. Whether the damage waiver is accepted or declined, the customer is responsible to obtain adequate insurance for loss and theft from their insurance company.

### Conditions Of Damage Waiver

The Customer may select the Damage Waiver by

- (a) providing Red-D-Arc with confirmation in writing prior to delivery and
- (b) paying the applicable charges.

Subject to the conditions noted below, Red-D-Arc shall not claim payment or reimbursement from the Customer for repairs to and/or replacement of the Equipment to the extent that the loss or damage occurred while the Equipment was under the care, custody or control of the Customer and was being used:

- (a) for the purpose(s) for which it was intended;
- (b) in accordance with and in a manner consistent with the Equipment manufacturer's instructions;
- (c) under normal working conditions;
- (d) by a qualified operator; and
- (e) in compliance with these Terms and Conditions and all applicable laws, rules, regulations and codes.

Red-D-Arc shall have no liability whatsoever to the Customer under the Damage Waiver if the loss or damage to the Equipment is caused by or arises out of or in connection with (whether directly or indirectly) the following:

- (a) the Customer's failure to carry out regular basic servicing (including lubrication) of the Equipment;
- (b) rollover or upset of the Equipment due to improperly secured loads or overloading;
- (c) exceeding the rated capacity of the Equipment;
- (d) reckless, careless or abusive operation or use of the Equipment;
- (e) any riot, strike, lockout, boycott, acts of public enemies, war or civil commotion;
- (f) any fire, explosion, chemical reaction, geological hazards, water disasters, weather disasters, other natural disasters or events outside of human control; and
- (g) theft, vandalism, mischief, conversion, any other malicious act or mysterious disappearance.

The Customer shall notify Red-D-Arc immediately of any damage to the Equipment.