



## 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 10% 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

In the event the Customer accepts the Damage Waiver and the Customer pays to Red-D-Arc the applicable Damage Waiver charges, Red-D-Arc shall not claim payment or reimbursement from the Customer for damage to Equipment caused by an accident while being used for the purpose(s) for which it was intended, under normal working conditions by a qualified operator and while in the care, custody or control of the Customer, except for the following, for which the Customer shall be responsible:

1. Use of the Equipment in a manner inconsistent with the Manufacturer's instruction, for a purpose for which it was not designed, or in violation of any law, rule, legislation statute, regulation code or any other legal authority.
2. Failure of the Customer to perform all normal periodic or other basic service, adjustments and lubrication of the Equipment.
3. Damage associated with the Equipment's rollover or upset due to improperly secured loads or resulting from overloading or exceeding the rated capacity of the Equipment.
4. Damage due to reckless, careless or abusive operation or use of the Equipment by the Customer.
5. Damage during periods of riot, strike, lockout, boycott, acts of public enemies, war or civil commotion.
6. Damage caused by fire, explosion, chemical reaction; geological hazards; water disasters; weather disasters; other natural disasters and events outside of human control.
7. Damage caused by failure to properly store the Equipment or failure to properly secure the Equipment and failure to reasonably restrict access to the Equipment including but not limited to 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.