

LOSS DAMAGE WAIVER (LDW) POLICIES

Before you rent please read our Rental Policies, Terms & Conditions Policy, in addition to these Loss Damage Waiver Policies.

LOSS DAMAGE WAIVER (LDW): The following LDW "Conditions" must be satisfied for the reduction in damage liability described herein: (a) Customer Accepts the LDW (by not opting out and accepting fees prior to taking possession of the Equipment), (b) Customer pays 10-15% (included in our rental rates) of the gross rental charges as the fee for the LDW (plus any applicable taxes), (c) Customer fully complies with all terms of the Rental Agreement, (d) Customer's account is current at the time of the loss, theft damage or destruction of the Equipment, (e) Customer cannot cancel LDW after taking possession of the Equipment. If the Customer accepts the Loss Damage Waiver (LDW) (Customer is deemed to accept unless it declines where indicated on the front of the Agreement) and pays the additional fee specified thereon, Plymouth Equipment Rental & Aggregate LLC will waive its claim against the Lessee under Clause 13 hereof for loss of or damage to the Equipment and also for the rental charges which accrue during the period when damaged or destroyed Equipment is being repaired or replaced or lost Equipment is being replaced (except as set out in Clause 18 below) for any amount in excess of the following: a) For Theft: 10% of the current retail price of new Equipment, b) For Damage: 10% of the cost of the repairs to the Equipment. Let it be clear that LDW is NOT INSURANCE and does NOT protect Customers from liability to Plymouth Equipment Rental & Aggregate LLC Rentals Ltd. or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. THE LDW IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.

LOSS DAMAGE WAIVER EXCEPTIONS: Notwithstanding the Customer's acceptance of the Loss Damage Waiver, the Customer will be liable for all resulting loss or damage to the Equipment and expense of Plymouth Equipment Rental & Aggregate LLC, to the extent it: (i) results from the gross negligence of the Customer's permission, or (ii) occurs under any of the following circumstances: (a) loss, damage or failure of tires and tubes under any circumstances, as outlined in Clause 14, (b) all loss or damage associated with vandalism, malicious mischief, theft or conversion of the Equipment as outlined in Clause 14, not documented by Customer's prompt filing with the applicable public authorities, (with an immediate written copy to Plymouth Equipment Rental & Aggregate LLC - within 48 hours of theft discovery), (c) all loss or damage associated with Equipment being overloaded, operated above rated capacity, roll over (overturn) or if operating instructions are not followed, as outlined in Clause 14, (d) use of the Equipment by unqualified operator. Customer is to use properly trained operators, as

outlined in Clause 10(f), (e) failure of the Customer to perform necessary Equipment maintenance as outlined in Clause 10(c), (f) Customer's failure to properly secure the Equipment by, among other things, leaving keys readily available to any unauthorized operator or not reasonably restricting access to the Equipment.

ORDINARY WEAR AND TEAR: "Ordinary Wear and Tear", meaning normal deterioration resulting from the proper and intended use of the Equipment in accordance with the terms of this Contract, will not be considered damage. Damage which is not "Ordinary Wear and Tear" (and for which Customer will be solely responsible) includes without limitation, theft, mysterious disappearance, damage due to overloading or exceeding rated capacities, nonstandard use, overturning, tire damage, track damage and/or track derailment (de-tracking or track roll off) caused by operator error / negligence, undercarriage damage, broken buckets and attachments caused by operator error / negligence, hydraulic hose damage, broken or damaged hydraulic pistons, batteries (all types and sizes), refueling with improper fuel and/or bad/dirty fuel, broken glass, damage to body panels and piston guards, damage to towing equipment including trailer, safety apparatus on trailers (not limited to Lights, brakes, chains hitches, axels, etc. - see Rental Policy for full details), and transportation or operation without required or recommended coolants, lubricants, hydraulic fluid, air pressure levels, supports, and/or safety equipment, improper use, misuse, abuse, neglect, operator error / negligence, accidents and intentional damage.

In addition to the above, the following also applies to broken hand tools (any and all types rented under the rental terms), not limited to; drill bits damaged beyond use due to negligence, saw blades damaged beyond use due to negligence, batteries (all types and sizes), power cords.

Please note: We do a 'rent check' (visual and operational inspection including fluids) at the beginning of every rental and at the end / upon return of the rental period. This means that the equipment gets fully checked and inspected *at least* twice per customer. *Plymouth Equipment Rental & Aggregate LLC reserves the right to terminate any rental term period and pick up/retrieve the equipment if unsafe or negligent use has been seen or reported - Remainder of rental term period is non-refundable.*

By signing the rental invoice agreement form, you agree to all the terms and conditions listed above as well as all other policies listed on our website - plymouthequipmentrentals.com.

TERMS & CONDITIONS: See our Terms & Conditions for full details.

RENTAL POLICIES: See our Rental Policy for full details.

LOSS DAMAGE WAIVER (LDW): See our Loss Damage Waiver (LDW) Policy.

INSURANCE REQUIREMENTS: See our Insurance Requirements Policy.

DELIVERY / TRANSPORTATION: See our Delivery / Transportation Policy.

RENTAL AGREEMENT INVOICE FORM: See our Rental Agreement Invoice Form.

TEXT MESSAGEING & PRIVACY: See our Text Messaging & Privacy Policy.

At Plymouth Equipment Rental & Aggregate LLC, we pride ourselves in 100% satisfaction Guaranteed. If you are not satisfied, we will go beyond the call to make things right. Please reach out to us and we will work with you to correct any issue that you may have.

