

LDW PLAN TERMS AND CONDITIONS

Define Terms used herein shall have the meaning ascribed to Them under the Rental and Sale Agreement (“Rental Agreement”)

1. CUSTOMER’S GENERAL RESPONSIBILITY. Under the Rental Agreement covering the Equipment, the Customer is responsible to Rexco Equipment Inc (‘Rexco’) for any loss or damage to the Equipment and for its return in the same condition in which received, except for ordinary wear and tear. Such responsibility shall amount to the replacement or repair cost of the Equipment at the time it is lost or damaged, plus an administrative fee and Rexco related expenses and related losses, such as loss of use, appraisal fees or costs of recovery. In the event that the Equipment is damaged, such Equipment may be repaired either by Rexco or a repairer of Rexco’s choosing. The cost of labor for such repairs shall be, at Rexco’s election, either Rexco’s then prevailing hourly rate for labor as posted at the Rexco location where the Equipment is to be repaired, or the hourly labor rate that the repair facility charges to Rexco. The Customer will be charged for parts at the prevailing list price established by the manufacturer or supplier involved or as charged to Rexco by the supplier or the repair facility.

2. PROOF OF INSURANCE. As a requirement of renting Equipment (other than licensed for road use) from Rexco, Customer must either produce evidence of insurance in accordance with the Rental Agreement, or must purchase the LDW Plan, which is NOT INSURANCE. As a requirement of renting vehicles licensed for road use, Customer must produce evidence of insurance in accordance with the Rental Agreement.

3. LDW PLAN FEE. The LDW Plan reduces Customer’s responsibility of certain loss or damage to Equipment that occurs in the ordinary course of Customer’s use as long as the Customer complies with the terms and conditions of the Rental Agreement and the LDW plan. The fee for LDW plan is fourteen percent (14%) of the rental amount. The LDW Plan is not insurance, and is subject to the limitations of Paragraph 5 below.

4. WAIVER. Except as provided in paragraph 5 below, if Customer purchases the LDW Plan and the Equipment is damaged or destroyed in the ordinary course of Customer’s use, Rexco will waive, to the extent specified here and in the Rental Agreement, its right to hold Customer responsible for the cost of repair or replacement of the Equipment (and related expenses incurred or sustained by Rexco) for amounts greater than 25 percent (25%) of the Equipment’s replacement cost.

5. WAIVER EXCEPTIONS. NOTWITHSTANDING CUSTOMER’S PAYMENT OF THE LDW PLAN FEE, CUSTOMER WILL BE LIABLE TO REXCO FOR ALL LOSS OF OR DAMAGE TO THE EQUIPMENT AND RELATED LOSSES SUSTAINED BY REXCO, resulting from any of the following:

- The use or operation of the Equipment in a manner that would constitute a default under the Rental Agreement.
- Customer’s use of the in a manner contrary to the manufacturer’s manual or in a manner for which it was not intended.
- Exposing Equipment to damage by others.
- The failure of Customer to maintain and service the Equipment as recommended by the manufacturer during the time that the Equipment is in Customer’s possession.
- Negligent, reckless, or abusive use or operation of, or intentional damage to the Equipment while the Equipment is under the care or control of Customer (e.g. Equipment rollover or upset, striking an overhead object with the Equipment, altering the Equipment for use in a manner for which it was not designed, or coming in contact with an overhead electric power line)
- The use or operation of the Equipment with the load exceeding the manufacturer’s rated capacity, or as a result of improper loading, unloading or transportation of the Equipment.

- Loss or damage associated with vandalism, malicious mischief, disappearance, theft or conversion of the Equipment, not documented by the Customer’s filing a formal written report with the applicable public authorities (with an immediate copy to Rexco) within 24 hours of the event.
- Customer’s failure to properly secure the Equipment by leaving the keys in the Equipment. Making it available to any unauthorized or untrained operator, or not reasonably securing the Equipment to prevent unauthorized use of theft.
- Damage that occurs while Customer uses, allows the use of, or directs another party to use the Equipment in the commission of a crime or in violation of law.
- Customer’s failure to notify Rexco within 24 hours of an accident that has resulted in loss or damage to the Equipment.
- Customer provides misleading or false information to rent the Equipment.
- The Equipment is used by an operator while under the influence of an intoxicant or other illegal or controlled substance.

6. DOWNTIME PROTECTION. If the Customer purchases the LDW Plan, and the Equipment fails to perform under the normal operating conditions, then Rexco will respond to the repair call within 4 hours of the notice of failure, or that day’s daily rental will be credited to Customer:

- For the Equipment to be eligible for this protection, it must be within 30 miles of the store where it was originally rented.
- Operator error, physical damage (tire or other) and routine maintenance is NOT covered.
- Proof of routine maintenance will be required if not completed by Rexco personnel.
- Calculation of “downtime” will begin when Customer makes a request for repair on the rented item between 9 a.m. to 5 p.m., Monday through Friday only.
- Downtime will be calculated based on a pro-rated 160 hour monthly rate. Repairs over one calendar day will be based on hours between 9 a.m. to 5 p.m., Monday through Friday only.
- Rexco reserves the right to replace with a similar make or model any item of Equipment that cannot be repaired in a timely manner.

7. NO CHARGE FOR RETURN TO OTHER REXCO LOCATIONS. If Customer purchases the LDW Plan, then Customer may return the Equipment to any Rexco location in the country in which it was rented. Equipment pick ups by Rexco are not subject to this provision. Only Equipment that is returned to any Rexco location by the Customer qualifies. This provision is available for off-road construction equipment only, and not on-road trucks and trailers.

8. SUBROGATION. If Customer purchases the LDW Plan, then Rexco will be subrogated to any right of Customer to recover against any person, firm or corporation. Customer will execute and deliver any instruments and papers that are required and do whatever else is necessary to secure rights. Customer will cooperate fully with Rexco and/or its insurer(s) in the prosecution of those rights and will neither take nor permit any action to prejudice Rexco’s rights.