

LIMITED DAMAGE WAIVER ADDENDUM

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL DAMAGE WAIVERS PROVIDED TO CUSTOMERS ("LESSEES") OF ROCKING B EQUIPMENT, LLC (HEREINAFTER "ROCKING B", "WE," "US" AND "OUR")

You, the "Customer" or "Lessee", are responsible for protecting all items rented to you (hereinafter, "Rented Item(s)") by Rocking B 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 Rocking B for all costs associated with repairing, restoring and/or replacing such Rented Item(s). You may also be responsible to Rocking B 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 accept it (as provided below); and (c) fully and timely pay to Rocking B the nonrefundable LDW Fee reflected in your Rental Contract **prior to commencement of your rental**, then to the extent set forth below, Rocking B 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 PROVE TO NOI PROOF OF PROPERTY DAMAGE/INLAND MARINE INSURANCE COVERING ALL RENTED ITEM(S) FOR ITS/THEIR FULL NEW REPLACEMENT VALUE 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 Rocking B 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, Rocking B 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 Rocking B for: (1) a "deductible" equal to 20% of such Repair/Replacement Costs; and (2) all Repair/Replacement costs which exceed \$10,000 in the aggregate across all Covered Item(s); (b) you must notify Rocking B in writing of any accident, loss, damage to , or destruction of Covered Item(s) within 24 hours thereafter; (c) you must provide Rocking B with documentary evidence of the nature and cause(s) thereof, (d) you must return the subject Covered Item(s) to Rocking B, 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 Rocking B.

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 batteries, glass, tires, tracks, belts, chains, knobs, and hoses in or on any Rented Item(s); (II) any Rented Item(s) with respect to which you do not pay the nonrefundable 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, instructions regarding proper use, maintenance, storage and servicing, as well as EPA Tier 4, and silica dust compliance), specifications and/or warnings provided by Rocking B I, 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:** (1) Any failure to return Covered Item(s) to Rocking B (including without limitation, loss, theft and disappearance); and (2) criminal, fraudulent, dishonest and/or illegal act(s) or omission(s);
- 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) **Use of Drugs/Alcohol:** Damage, destruction or loss of or to any Covered Item(s) resulting from or in the connection with the use of alcohol or drugs by you or anyone employed or engaged by you, or anyone you permit to use or otherwise deal with any Rented Item(s);
- i) **Governmental Authority/War/Terrorism:** Damage, destruction or loss of or to any Covered Item(s) resulting from or in connection with (1) action(s) or inaction(s) of any governmental or other civil authority; and/or (2) act(s) of war and/or terrorism;
- j) **Transportation:** Damage, destruction, or loss of or to any Covered Item during transportation; and
- k) **Hazmat/Contamination:** Loss of or damage to any Covered Item(s) resulting from: (1) its exposure to hazardous, explosive, combustible, radioactive, toxic, corrosive or noxious materials or substances, (2) nuclear hazard; (3) temperature/humidity; and/or (4) 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 info and become 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 Rocking B PROOF OF YOUR PROVISION OF PROPERTY DAMAGE/INLAND MARINE INSURANCE COVERING ALL RENTED ITEM(S) FOR ITS/THEIR FULL NEW REPLACEMENT VALUE 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.

LIMITED DAMAGE WAIVER GUIDE

1. YOUR RESPONSIBILITIES:

Rental customers or “lessees” are generally responsible for **ALL COSTS AND EXPENSES ARISING IN CONNECTION WITH ANY LOSS, THEFT, DAMAGE TO OR DESTRUCTION OF RENTED ITEM(S)** regardless of whether the rental customer or lessee was at fault. This can amount to thousands of dollars in additional expense, even for rental customers who maintain insurance (e.g. for deductibles, coverage limits, exclusions, etc.)

2. WHAT IS LIMITED DAMAGE WAIVER?

Rocking B’S Limited Damage Waiver (“LDW”) is an **OPTIONAL** program that **ENABLES OUR CUSTOMERS TO LIMIT THEIR EXPOSURE TO MANY CLAIMS** for physical damage to or destruction of “Covered Item(s)” when a covered loss occurs through no fault of the customer. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**

3. WHAT DOES LDW COST?

The fee for LDW (if offered) is the percentage (of the Rent) charged for LDW set forth on Page 1 of your Rental Contract solely with respect to Covered Item(s). No LDW Fee is applied to delivery charges, fuel or tax. All LDW fees are non-refundable.

4. HOW DOES LDW WORK, AND WHAT DOES IT COVER?

In exchange for your purchase of LDW, Rocking B agrees to waive its claims against you and your company for a portion of the charges identified in Section 5 of this Limited Damage Waiver Guide with respect to Covered Item(s), enabling you to spend your valuable time and money on your business.

5. THE VALUE OF DAMAGE WAIVER:

Our Optional Limited Damage Waiver enables you to avoid costly downtime and expensive repairs and/or replacements by:

(a) Covering

- (i) **Repair/Replacement Costs:** The cost of repairing and/or replacing Covered Item(s) which suffer physical damage during your rental (subject to the limitations set forth in Section 6 below and the reverse side or Page 1 hereof) **AND**
- (ii) **Rental Charges:** 100% of the Rent that would otherwise be due under your Rental Contract during the period in which the Covered Item(s) is/are being repaired or replaced (as applicable); **AND**
- (iii) **Certain Other Costs:** 100% of the following charges that would normally be due under your Rental Contract: late fees, transportation and storage fees and interest; **AND**

(b) Enabling You to Avoid Costly Insurance Claims and Premium Increases: Costly insurance premium increases are avoided because customers are not forced to file claims on their own insurance policies (increasing their “loss histories”).

6. WHAT IS NOT COVERED?

Following is a summary of what LDW will not cover (as more specifically described on the reverse side or Page 1 hereof):

- Certain “Item(s) Not Covered” as identified on Page 1;
- A “deductible” equal to 20% of the total of all “Repair/Replacement Costs” (as defined on the reverse side hereof);
- Repair/replacement costs exceeding \$10,000 in the aggregate across all Covered Item(s);
- Intentional abuse, improper use, negligence, and neglect;
- Violation of your Rental Contract, applicable laws or any instructions provided by NQI and/or any owner(s) or manufacturer(s) of Covered Item(s);
- Criminal Activities, War and Terrorism;
- Actions of Governmental Authorities;
- Loss, theft, disappearance of, or any other failure to return, any Covered Item(s);
- Maintenance failures and damage during transportation;
- Failure to Secure and Protect Covered Item(s);
- Use of Alcohol and/or Drugs; and
- Exposure to Hazardous Materials, Pollutants and/or contaminants.

7. HOW DO I USE LDW?

If a Covered Item is damaged or destroyed (an “Event of Loss”) during your rental, you must advise us of the date, time and suspected cause of the Event of Loss in writing within 24 hours. In the event of a reportable accident or vandalism, you must also properly complete and file a police report with local authorities. A copy of the police report must be provided to us within 48 hours after the Event of Loss. You will be 100% responsible for any Event of Loss which is not covered by LDW (e.g. for any Rented Item(s) which you elected not to cover and for Covered Item(s) with respect to which any exclusion(s) referenced in this Limited Damage Waiver Guide (including Page 1 hereof) apply(ies)).

8. HOW CAN I AVOID PAYING FOR LDW?

LDW is not mandatory; it is OPTIONAL. If you wish to decline LDW, you must provide us with proof that you have the property damage/inland marine insurance described on Page 1 hereof: **NO LDW COVERAGE WILL APPLY TO ANY ITEM(S) FOR WHICH YOU DO NOT PAY THE APPLICABLE LDW FEE (WHICH, IF CHARGED, WILL BE SET FORTH IN YOUR RENTAL CONTRACT).**