D.I. RENTAL PROTECTION PLAN (RPP)

The Rental Protection Plan (hereafter referred to as "RPP") is a simple, affordable, and smart way to protect yourself from the unforeseen. Developmental Industries, Inc. DBA D.I. Roof Seamers(hereafter referred to as "D.I.") offers a comprehensive program to provide you with added protection for accidental damage to a rented D.I. electromechanical roof seaming tool or powered forming equipment, including any model of roof seamer, D.I. Revolution™, D.I. Curver 1000™, D.I. Cap Curver™, and hand tools. When you purchase the RPP, you will not be held responsible for the full replacement value of damaged rental equipment. If something does go wrong, you will be responsible for a small deductible as defined below:

- 1. The RPP IS NOT INSURANCE; it is an option that D.I. offers you to limit your liability for damage to the equipment you have rented. The charge for RPP is a non-refundable, one-time charge of \$30 (thirty) USD per order of equipment. This charge is applied to your first rental invoice that you will receive. You must accept or decline RPP; you are under no obligation to purchase RPP or any other optional service as a condition of rental. If you choose to purchase RPP, in consideration of the charge shown above, we agree to waive certain claims against you for damage to the equipment, in accordance with the terms and conditions set forth in the rental agreement and in the RPP which you should review before deciding whether to purchase. By accepting the RPP and paying the aforementioned fee, you agree to a deductible of 10% (ten percent) of the repair cost, not to exceed \$500 (five hundred) USD, excluding tax and applicable fees. You are responsible for any damage up to this amount.
- 2. You are responsible for the care and safekeeping of the rental equipment from the time of delivery until returned to us. You must agree that you will use your best efforts to protect the equipment from loss, theft or damage at all times during the rental period and until the equipment is returned to D.I. In the event of damage, you are responsible for all rental fees incurred prior to incident. Without the RPP, the customer is responsible for 100% of all repair and/or costs, up to the current manufacturer suggested retail price (MSRP) of the equipment, plus all appropriate rental amounts due according to the rental terms and conditions.
- 3. All components of the equipment, including loose or spare parts, must be returned for RPP to be applied. In the event of damage to the equipment or activation of the RPP, you are required to cooperate with D.I.'s investigation. The RPP will not be combined with other promotional offers or similar options offered by a third party and is intended for the repair of damage only.
- 4. You can only accept RPP at or prior to the beginning of the rental term. Notwithstanding any notation on the rental record, RPP is not offered on or available for the rental retroactively.
- 5. The RPP does not protect or cover an operator's gross negligence, or:
 - a. damage occurring during use not inherent in the intended use of the equipment;
 - b. loss, theft, vandalism, malicious mischief, theft or conversion of the equipment;
 - c. missing, lost, or stolen components or parts;
 - adjustments or perceived malfunctions of the tools that can be addressed by technical support that you attempt to repair or adjust without instruction;
 - e. improper supply of power to the equipment while in use or preparation of use as outlined in the supplied equipment use instruction document;
 - f. exposure to corrosive or hazardous materials:
 - g. overloading of tooling or use on non-intended materials, exceeding rated capacity of equipment; h. engagement in an illegal activity;
 - i. damage due to an accident which occurs while under the influence of alcohol or narcotics, or impaired beyond reasonable acceptable limits to use the equipment;
 - j. any associated shipping costs, taxes, fees, duties, or other financial obligations as a result of these causes;
 - k. damage due to any action or inaction as outlined by local, state, or federal laws; and
 - I. your failure to perform any of your obligations under this document or the rental terms and conditions.
- 6. For additional information, about the purchase of this option, please contact D.I. at **1-888-343-0456** or email sales@dimetalworks.com
- 7. By paying the charges outlined above, and selecting to purchase this option, you agree to the terms of the RPP and agree to all terms outlined in this document. The conditions contained in the RPP shall be governed by and constructed in accordance with the laws of the State of Mississippi, United States of America.

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