

## DI Roof Seamers' Roof Seamer Rental Terms & Conditions

1. **Valid orders received before 2:00pm CST, can ship the following business day.**
2. **Daily rental charges begin the day you receive the tool and end when the tool is received by DI. Rent is charged seven (7) days each week. If the customer chooses for delivery to be held, rental charges begin the day the tool would normally have been delivered or the day the hold begins, whichever is later. An additional \$300 charge will be added to seamer orders that are refused for delivery.**
3. **Rental fees will be invoiced and charged to your provided and authorized credit card on the day that DI receives the returned equipment and/or at the end of each month. At invoicing, if the previously provided and authorized credit card declines for payment, DI reserves the right to process payment using any other credit card that we have on record for the Company.** Past due rent bears interest at 18% or the highest lawful rate until paid in full.
4. **A pre-authorization for each piece of equipment (i.e., seamer, can opener, crimper, curver, cap curver, etc.) will be required, prior to your rental request being processed.** If this authorization cannot be cleared, your rental request will not be processed; you will be contacted in a timely manner within reasonable expectations to provide an alternate approved payment method. If no contact can be made within three (3) days, your rental request will be canceled.
5. You shall ensure the equipment is used in accordance with the provided instructions and shall return the equipment in good working order. You shall not modify, alter, or repair the equipment without the written consent of DI, and shall not remove or alter any part or labeling on the equipment.
6. You are responsible for ensuring that each person using the equipment has read and understood all manuals and instructions pertaining to the equipment and safe and proper use thereof.
7. For each rental order, DI will provide a certification of each machine and tool. If roof panels and clips are available from the manufacturer that supplied them to you, your rental will be accompanied by a "Panel Certification". DI will perform a test seam using the roof seamer that you will receive with the panel and clip combination that you have specified on your rental form to certify the roof seamer's performance. If no panel or clips are available or if they are found to be out of specification, a "Nominal Certification" is provided, to ensure your machine or tool is certified to work with your roof system if proper installation practices are followed.
8. DI makes no warranties that the equipment meets any specific construction or installation requirements. You agree to indemnify and hold DI harmless from all losses, claims, injury to persons or property, damages (including incidental and consequential damages) and expenses (including attorney's fees) arising out of the use or misuse of the equipment.
9. If your project is not a "New" construction project, the rental equipment you have ordered may or may not perform adequately. You agree that DI Seamers is not responsible for, and agree to indemnify and hold DI harmless from all losses, claims, injury to persons or property, damages (including incidental and consequential damages) and expenses (including attorney's fees) arising out of the use or misuse of the equipment on a not "New" construction project.
10. Unless DI is notified within two days after receipt, it is assumed the equipment was received in good working order. You are responsible for all loss and damage to the equipment during the rental period. All unreturned equipment will be billed for all accrued rental charges plus the retail value of said items.
11. DI retains ownership of the equipment and grants you a non-exclusive, limited license for the rental period to use equipment covered by patents and other intellectual property rights owned by DI.

12. No equipment shall be sublet, transferred or loaned out without the prior written consent of DI. If the equipment is lost, stolen, missing or otherwise rendered non-returnable, you must notify DI immediately. Rental charges will be stopped upon notification and a copy of a report from your local law enforcement agency. You will be billed for the replacement of the equipment at the current declared value as follows:

**3 Station Seamer - \$16,250**

**4 Station Seamer - \$18,250**

**5 Station Seamer - \$20,250**

**Curver 1000 - \$29,995**

**Cap Curver - \$19,995**

13. Damages other than "normal wear and tear" to the machine and/or hand tools will be documented and charged accordingly at the discretion of DI Roof Seamers. Additional charges will apply for parts missing from the provided tool kit or missing/damaged shipping cases and shipping devices.
14. If you experience any seaming issue during the course of the rental that requires a conversation with one of our Technical Service Representatives, a Service Ticket will be generated. Every effort will be made to solve the issue over the phone. If in the opinion of the DI Technical Service Representative a replacement seamer needs to be sent to the jobsite, rent will be stopped on the original seamer the day the replacement seamer is shipped. The original seamer will be tagged in our system to be audited upon its return. The replacement seamer will be sent by UPS ground delivery. The outbound delivery charge and the return delivery charge will be added to the initial invoice of the replacement seamer. You will be allowed 7 days for the return of the original seamer. If it is not returned within 7 days, rental fees will be reactivated from the day they were originally stopped and will continue until the seamer returns. The original seamer will be audited by a certified Technical Service Representative upon its return. If the audit reveals that the initial reported issue was related to any part or system failure in the seamer, you may be credited for the outbound delivery charge that was billed to the replacement seamer.
15. A Canadian postal code that contains a zero in the middle of the first set of 3 numbers and a zero at the end of the second set of 3 numbers (ex. N0L 2J0) is considered a rural address. Shipments to rural addresses in Canada may be subject to delays of at least one business day. DI cannot be held responsible for any additional shipping or rental fees due to delayed shipments to or from rural addresses.
16. **No credit will be issued against your rental fees for holidays, the inability to use the machine due to "natural acts" such as inclement weather, customer failure to return the equipment promptly after completion of the job, incorrectly provided addresses, delivery refusals and/or problems on the part of the shipping provider.**
17. If suit is brought to collect rent, recover equipment or enforce these terms and conditions, you agree to pay all DI's expenses and costs associated therewith, including any reasonable attorney's fees.
18. This agreement shall be governed by and interpreted under Mississippi law, without regard to principles of conflict of laws. You and DI consent to exclusive jurisdiction in the courts of Alcorn County, Mississippi for any action related to or arising under this agreement.
19. Return all tools and equipment to the DI Roof Seamers facility that your order was shipped from unless otherwise directed. **Initial and return shipping charges will be included on the first invoice. A return label is included with your rental for your convenience. You will be billed for the return label shipping charges regardless of use. If you choose not to use the provided return shipping label, you will accept all liability for equipment that is lost and/or damaged during transit. You will not be reimbursed for charges if you select another method of return.** If you do not receive a return label or if it is lost, contact DI for a replacement. If you choose to return your equipment by means other than provided, it is strongly recommended that you obtain shipping insurance.
20. If you experience a problem with equipment, please contact DI Seamers Technical Support immediately at 1-888-343-0456 or 662-286-6626.

**Revision—April 17, 2023**