



A United Rentals Company

YOU CAN DO ANYTHING IN A ROYAL WOLF

ROYAL WOLF DAMAGE WAIVER

In this document, **Royal Wolf** means United Rentals New Zealand t/a Royalwolf New Zealand, a United Rentals Company. Unless otherwise stated, capitalised terms in this document have the meaning given in the Terms and Conditions of Hire.

This document is for general information only and is not a substitute for the Terms and Conditions of Hire or your formal Agreement with Royal Wolf. You should read and obtain independent legal advice in relation to the Terms and Conditions of Hire or the hirer's formal Agreement with Royal Wolf.

WHAT IS ROYAL WOLF'S DAMAGE WAIVER?

The Damage Waiver is calculated as 15% of the monthly hire fees for each item of Equipment, and is set out in your Quote.

The Damage Waiver limits your liability for Repairable Damage to each item of Equipment as follows:

- (a) where the reasonable repair costs are \$1000.00 or less (excluding GST), your liability for the Repairable Damage is waived; or
- (b) where the reasonable repair costs exceed \$1000.00 (excluding GST), your liability is limited to 10% of the total reasonable repair costs or \$500.00 (excluding GST), whichever is less.

For example: When you return the Equipment to Royal Wolf, the Equipment will be inspected for damage. If an item of Equipment is deemed by Royal Wolf to have sustained Repairable Damage the below table shows the Repairable Damage Amount and your liability when Damage Waiver has been paid:

Repairable Damage Amount (excluding GST)	Customer Liability (excluding GST)
\$250.00	\$0.00
\$1000.00	\$0.00
\$1500.00	\$150.00
\$5000.00	\$500.00
\$6500.00	\$500.00

WHEN IS THE DAMAGE WAIVER APPLIED?

When you enter into your Agreement with Royal Wolf, you must either:

- (a) elect to pay the Damage Waiver; or
- (b) obtain and maintain the insurance set out in clause 7(b) of the Terms and Conditions of Hire, and provide a copy of your NZBN and Public Liability Certificate of Currency to Royal Wolf.

Clause 7(b) of the Terms and Conditions of Hire requires that the insurance must be maintained throughout the Hire Period and until the Equipment is returned to Royal Wolf;

- (a) with a reputable insurer;
- (b) provide coverage for loss or damage to the Equipment for the full as new replacement value; and
- (c) note Royal Wolf as an interested party.

WHAT DOES DAMAGE WAIVER COVER?

The Damage Waiver only covers Repairable Damage. Repairable Damage means damage to the Equipment which (in Royal Wolf's reasonable opinion) can be reasonably repaired and **has not been caused by misuse or intentional abuse of the Equipment**.

Repairable Damage does not include:

- damage to the Equipment which (in Royal Wolf's reasonable opinion) cannot be repaired;
- destruction, loss or theft of the equipment;
- removal of rubbish, graffiti or labels (in accordance with clause 6(a) of the Agreement) from the equipment;
- damage to other equipment or property; or
- damage to any goods stored or shipped inside the Equipment.
- non approved modifications, additions, removals to the equipment as supplied.
- surface damage left from fixing and/or removal of signage, screws/fasteners and/or added accessories not undertaken by Royal Wolf
- concrete/cement overspray.
- excess cleaning requirements due to non-maintenance and maintaining of any equipment, fixtures or fittings.

You remain liable for any loss or damage which is not Repairable Damage in accordance with the Agreement.

IS DAMAGE WAIVER THE SAME AS INSURANCE?

No. Damage Waiver is not the same as Insurance.