

CANADA RENTAL PROTECTION PLAN TERMS

Matthews Equipment Limited O/A Herc Rentals or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. Customer must either show proof of property insurance as required in Section 15 on reverse side of the Reservation and Rental Contract or Rental Contract ("Terms") or purchase RPP. In return for the RPP fee, if RPP covers such repair or replacement at time of claim, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms.

RPP IS NOT INSURANCE. Customer's account must be current for RPP to apply. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review these RPP Terms and Conditions before deciding whether to accept RPP.

RPP may only be accepted at or prior to the commencement of the Reservation and Rental Contract. In the event of loss or damage to the Equipment, Customer must notify Herc within 24 hours, complete an RPP Incident Report, and cooperate with Herc's investigation of any incident involving the Equipment.

TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 15. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION.

NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF CERTAIN EQUIPMENT AS LISTED IN THE ["EQUIPMENT NOT ELIGIBLE FOR RENTAL PROTECTION PLAN" TABLE](#), WHICH MAY BE UPDATED BY HERC FROM TIME TO TIME.

(NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO THE EQUIPMENT, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) TO THE FOLLOWING:

Customer's failure to perform any of its obligations under the Terms;

- Using earth moving equipment, including without limitation, excavators, loaders, and backhoes, in or around water, including but not limited to, wetlands, ponds, lakes, rivers, oceans or other areas that may experience water level changes;
- Striking an overhead object with the Equipment;
- Vandalism, malicious mischief, theft or conversion of the Equipment, unless an Authorized Operator promptly files with the applicable public authorities (and promptly provides to Herc) a formal written theft, vandalism or conversion report;
- Leaving keys, if any, in the Equipment while that Equipment is not in use;
- Exposure to corrosive materials;
- Damage due to acts of God, such as floods, storms, fires, tornadoes, earthquakes, or other severe weather events;
- Damage to tires, tubes, and tracks;
- Damage to rental vehicles and equipment in over-the-road accidents;
- Tree Removal;
- Working in or near fires;
- Filling a reservoir with the wrong type of fluid; or
- Equipment used outside the intended purpose or exceeding Equipment's rated capacity.

Equipment not Eligible for Rental Protection Plan (RPP)

Description	Cat-Class
TRUCK MOUNTED ATTENUATOR (TRUCK & TRAILER)	659-6250, 6260 & 660-1110
DEMOLITION ROBOT AND ATTACHMENTS	230-1000 thru 1650
PASSENGER VEHICLES, VANS, ETC.	659-5490 thru 5585

AIR CURTAINS	700-1800
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