

## Damage Waiver Explained

1. What is Damage Waiver?	<p>Damage waiver is a form of protection for the Customer against liability in respect of damage caused by fire, storm, collision and accident that occurs to the Hire Equipment during the Hire Period.</p> <p>If the Customer elects to pay the Damage Waiver fee, Customer will not be liable for minor damages to the Hire Equipment during the Hire Period, subject to Clause 5 of APS Terms and Conditions available online at <a href="http://www.airpoweredservices.com.au">www.airpoweredservices.com.au</a></p>
2. What is the fee for Damage Waiver?	The fee is 12.5% of the gross Hire Charges.
3. When is the Damage Waiver fee charged?	The fee will be automatically charged to the Customer at the time of the hire.
4. What if the Customer has insurance?	If the Customer has an insurance policy that covers loss or damage to the Hire Equipment for the full new replacement cost, the Customer does not need to pay the fee for Damage Waiver. The policy must be current during the entire Hire Period and a Certificate of Currency supplied to APS prior to commencement for Hire.
5. What does the Damage Waiver Cover?	Damage Waiver covers minor damage to Hire Equipment that is solely caused by fire, storm, collision and accident during the Hire Period and only covers those items of Equipment listed in the Hire Contract.
6. What does the Damage Waiver exclude?	<p>Even if the damage to the Hire Equipment was caused by fire, storm, accident, the Damage Waiver does not cover the following:</p> <ul style="list-style-type: none"> <li>• Theft;</li> <li>• The Customer failed to take reasonable care to protect the Equipment;</li> <li>• The Equipment was used off-shore, over water or underground;</li> <li>• Damage to tyres, tubes, glass and paintwork;</li> <li>• The damaged is caused by: <ul style="list-style-type: none"> <li>- Vandalism</li> <li>- An act or omission of the Customer</li> <li>- Use of Equipment contrary to any laws/regulations of manufacturer's instructions</li> <li>- Misuse or failure to properly maintain the Equipment</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>- Overloading or artificial electrical current to motors</li> <li>- Exposure to corrosion and transport by the Customer</li> <li>- During transport arranged by the Customer</li> <li>- Any other exclusions as per Clause 4.3 of 2023 General Terms of Hire of Equipment.</li> </ul> <ul style="list-style-type: none"> <li>• If the Customer has not paid the Damage Waiver fee prior to the damage</li> </ul>
<p><b>7. How does a Customer make a claim for the Damage Waiver?</b></p>	<p>To Make a claim for Damage Waiver, the Customer must:</p> <ul style="list-style-type: none"> <li>• Submit a written Police report (in the case of theft or where otherwise requested by Air Powered Services) and any other written or photographic evidence requested by Air Powered Services within 5 Business Days of the event (this may include sworn statements and statutory declarations)</li> </ul>