

ADDENDUM: CRANE TELEMATICS & DATA LIABILITY PROVISIONS

(CTDL-2026)

PROJECT REF: _____

EQUIPMENT ID: _____

This Addendum (the "Addendum") is made and entered into this ___ day of _____, 2026, by and between:

THE LESSOR (Owner): [Insert Full Legal Company Name]

THE LESSEE (Renter): [Insert Full Legal Company Name]

ARTICLE 1: DEFINITIONS

1.1 **"Telematics Data"** shall mean all digital records generated by the Crane's Load Moment Indicator (LMI), Black Box, GPS, and structural sensors, including load cycles, bypass events, and tilt angles.

1.2 **"Contractual Rated Capacity (CRC)"** shall mean the maximum permissible load as defined by the Manufacturer's Load Chart, subject to a safety threshold of [Insert %; e.g., 90%] as agreed for normal wear and tear.

ARTICLE 2: PRE-HIRE DATA AUDIT & BASELINE

2.1 **Baseline Certification:** The Lessor shall provide a "System Health & History Report" extracted from the Crane's Telematics System within 48 hours prior to delivery.

2.2 **Lessee's Right to Reject:** The Lessee reserves the right to reject Equipment showing more than [Insert Number; e.g., 3] uncertified "Structural Overload" events (exceeding 105% of CRC) within the preceding 12 months.

2.3 **Presumption of Condition:** Absent the Baseline Report, the Equipment is presumed to have pre-existing structural fatigue, and the Lessee shall be indemnified against latent fatigue claims.

ARTICLE 3: DATA STEWARDSHIP & ACCESS

3.1 **Real-Time Transparency:** The Lessor shall grant the Lessee Read-Only API or Portal Access to the Telematics platform for the duration of the Hire.

3.2 **Data Integrity:** Neither party shall alter, delete, or "flush" Telematics Data. Tampering with the Black Box or GPS hardware by either party shall constitute a Material Breach of Contract.

3.3 Notification of Anomaly: If the Telematics System flags an "Abuse Event," the Lessor must notify the Lessee in writing within 24 hours. Failure to notify waives the Lessor's right to claim for that specific event at the end of the Hire.

ARTICLE 4: DEFINITION OF EQUIPMENT "ABUSE"

4.1 The Threshold: For the purposes of Insurance Subrogation, "Abuse" is defined as:

- Operation exceeding 100% of CRC for a continuous duration exceeding 3.0 seconds.
- Any operation performed while the LMI Bypass Key is engaged without a documented "Critical Lift Plan."
- Operating in wind speeds exceeding *[Insert m/s]* as recorded by the onboard anemometer.

4.2 Dynamic Factors: Short-duration load spikes (Load Shocks) caused by environmental factors (wind gusts, sudden tension) not exceeding 105% of CRC shall not be classified as "Abuse."

ARTICLE 5: LIABILITY & SUBROGATION LIMITS

5.1 Evidentiary Weight: In the event of structural failure, Telematics Data shall be considered Secondary Evidence. Primary determination of liability shall be a Forensic Physical Inspection by an Independent Third-Party Engineer.

5.2 Fatigue Claim Cut-off: Upon return of the Equipment and a "Clean" Post-Hire Telematics Report, the Lessee's liability for structural fatigue is terminated. The Lessor may not use "Pattern of Use" data to claim for future repairs once the Equipment has been accepted back into the Lessor's yard.

ARTICLE 6: INSURANCE & INDEMNIFICATION

6.1 Subrogation Waiver: The Lessor shall ensure its Insurers waive subrogation rights against the Lessee for accidental overloads unless "Gross Negligence" (defined as a willful unauthorized LMI bypass) is proven via Telematics Data.

ARTICLE 7: FINAL PROVISIONS & EXECUTION

7.1 Entire Agreement: This Addendum, together with the main Rental Agreement, constitutes the entire agreement between the parties concerning Telematics Data.

7.2 Counterparts: This Addendum may be executed in counterparts. Electronic signatures shall have the same legal effect as wet-ink signatures.

EXECUTION AND SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized representatives:

FOR AND ON BEHALF OF THE LESSOR (OWNER):

Company Name: _____

By: _____

(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

In the presence of (Witness): Name: _____ Signature: _____

FOR AND ON BEHALF OF THE LESSEE (RENTER):

Company Name: _____

By: _____

(Signature of Authorized Representative)

Name: _____

Title: _____

Date: _____

In the presence of (Witness): Name: _____ Signature: _____