

General Conditions of EMIL EGGER AG*

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(replaces all previous editions)

Area of crane work and industrial relocations

Crane work and industrial moves at any location are to be carried out under the currently valid general conditions for the areas of crane work and industrial moves of EMIL EGGER AG, retrievable online at www.ete.ch, unless a signed agreement to the contrary has been made by the client and contractor. If supplemental or individual road transport is to be executed, the separate general conditions for road transport of EMIL EGGER AG shall apply, also retrievable online at www.ete.ch. If individual provisions should be or become invalid, it shall not affect the validity of the other provisions. St. Gallen is agreed as the court of jurisdiction and arbitration. Swiss law shall apply exclusively. In the following, the term contractor shall be used for EMIL EGGER AG.

1 Subject matter of the contract

The subject of the contract is the execution of crane work, the lifting and moving of goods with specialised equipment as well as the execution of assembly and disassembly work, insofar as it occurs in direct connection with the aforementioned work.

2 Obligations of the contractor

The contractor shall provide the client or third parties with a suitable mobile crane or other equipment and tools, including the expert service, in accordance with the following provisions.

3 Obligations of the client

Generalities

Before carrying out the work, the client shall inform the contractor of all relevant information and specifics that are required for smoothly and safely processing the order. In particular, the following obligations to co-operate are incumbent upon the client. In order to perceive this properly, the client shall assign a person responsible for providing the crane operator and authorised representatives of the contractor with all necessary information and instructions. This person is also obligated to help take all precautions to ensure safe and accident-free work is carried out. If the crane operator or staff are expected to perform work whose safe execution is not ensured, the contractor may stop the work immediately and without consequences. The lifting of persons with the crane vehicle is prohibited with or without a load. Exceptions can only be made in the presence of an approval previously obtained by the SUVA (National Insurance Fund).

3.1 Access and stand

The client is responsible for ensuring that the approaches and exits as well as the stand can be driven on or used by the crane vehicle or other means of manipulation without hazard. Cranes are heavy equipment, which is why adequate street and ground load carrying capacity is to be paid particular attention (e.g. for basements, underground car parks, shafts or bridges, etc.). Possible regulatory restrictions for driving on roads and properties must be communicated to the contractor prior to contract execution. If crane work is carried out in the area of power lines, railway lines, etc., this is to be communicated specifically to the contractor at an early stage. The client shall take the corresponding measures and safety precautions in due time (switching off power, making contact with the operators, etc.) Sufficient free space (range of rotation) must be available for cranes. No persons may stay under suspended loads. If need be, the action area is to be blocked off by the client.

3.2 Necessary information

The client shall procure all necessary information (dimensions, weights, weight distribution) about the goods to be transported and shall communicate this to the contractor in due time before the start of the contract. The client alone is responsible for the accuracy of the information.

3.3 Provision

The client is responsible for a proper provision of goods. The goods must be prepared and procured so that all work to be carried out is possible without damage and without risk and so that the goods have safe attachment points corresponding to the load. The client ensures that any power supplies are interrupted, moving parts (such as swivel arms, sliding doors, etc.) are affixed and liquids that may leak are removed.

3.4 Sling gear

The client ensures that sling gear not provided by the contractor corresponds to the statutory and technical requirements. Only intact sling gear is permissible that has the necessary load bearing capacity for the hoisting goods.

3.5 Declared value

The client is obligated to specify unprompted the current fair value (also broken down by the value of the individual pieces) for all high quality goods (machines, instruments, computers, etc.) upon contract award.

4 Prices / invoicing

Without any other written agreement, all prices are purely net, without a discount, excluding VAT as well as excluding any fuel surcharges, permits, accompaniments and costs from government requirements, etc. The invoices are payable within 10 days. Discount and/or other deductions will be charged subsequently. Regardless of the invoice recipient, the client shall remain liable for all costs of the contract.

5 Liability of the contractor

5.1 Foundation and limitation of liability

The basis for the contractor's liability are the statutory provisions, under which the compensation for damages in each case is limited to CHF 300,000.00 per incident of damage. The contractor is not liable if he can prove that he used all diligence required under the circumstances to prevent damage of this kind, or that the damage would have occurred even if he had applied such diligence.

5.2 Exclusion of liability

Subject to mandatory statutory provisions, there are no claims for damages due to late arrival or defectives of the crane vehicle. The same applies to all damage that did not occur to the transport goods themselves, but rather damage that constitutes – especially economic – consequential damages, such as in particular use and operating losses and failures, demurrage and delay charges, loss of interest, exchange loss and price losses as well as all other indirect damages and activities.

6 Liability of the client

The client is liable for his own errors and omissions as well as for the auxiliary persons and equipment employed or called on by the client. In particular, the client is liable for all consequences and damage due to:

- 6.1 false or incomplete information regarding the goods to be conveyed
- 6.2 false or incomplete information regarding the load bearing capacity of substrates
- 6.3 insufficient packaging or provision of goods
- 6.4 insufficient attachment points on the goods to be hoisted
- 6.5 a provision of inadequate sling gear
- 6.6 insufficient or missing permits

7 Goods transport insurance

The contractor is generally recommended, but especially for sensitive and/or high quality hoisting goods, to obtain goods transport insurance. Insurance coverage is particularly important in all cases of damage where the contractor is not liable. The liability of the contractor is dispensed with if, for example, he is not at fault and for all damage that exceeds the maximum limit of liability of CHF 300,000 per loss event. A goods transport insurance (with coverage according to the respective insurance conditions) can be mediated or covered by the contractor at the request and expense of the client, provided a corresponding contract is issued by the customer in writing and in due time before the start of work.

8 Complaints / reservations

Complaints or reservations regarding a lack of execution of work and regarding any and all damage must be recorded in writing on the work report in the presence of the crane operator or officer of the contractor. The work report is to be signed by the client and/or their representative. Losses or damage that cannot be externally identified are to be claimed in writing with a registered letter within 7 days after the end of the work at the latest.