

## EMIL EGGER AG\*: General Terms and Conditions

Issued/valid from 2021-01-01

(replaces all previous versions)

### Supplementary conditions for crawler cranes

The supplementary conditions for crawler cranes apply in addition to the applicable T&Cs for crane work and industrial relocations by EMIL EGGER AG. They are an integral component of the contract. All General Terms and Conditions (T&Cs) and supplementary conditions can be found online at ete.ch..

#### 1 Scope of services

The scope of supply and scope of services for crawler crane hire are defined in the quote or contract. The scope is explicitly limited to the services listed in the quote or contract. Any services not listed therein are not included in the scope of services offered.

#### 2 Contract duration

##### 2.1 Governing contract duration

The hire/contract duration shall always be determined from the dates confirmed by EMIL EGGER AG.

##### 2.2 Scheduling

EMIL EGGER AG requires a lead time of nine months to schedule equipment use. This means that a nine-month notification period is required for order placement and any changes to scheduling.

##### 2.3 Usage begin date

The client must inform EMIL EGGER AG by the time the contract is concluded of the required date for installation to begin.

##### 2.4 Einsatzbeginn

The beginning of use is considered to be the day that the crawler crane is ready for operation.

##### 2.5 Postponements

The client shall be liable for the following fixed payments (contractual penalties) if any agreed dates are postponed following confirmed order placement:

• Up to 120 days before installation begin	no penalty
• 90–119 days before installation begin	25% of the hire price*
• 30–89 days before installation begin	50% of the hire price*
• 15–29 days before installation begin	75% of the hire price*
• 0–14 days before installation begin	100% of the hire price*

Agreed dates may only be postponed subject to availability and express agreement from EMIL EGGER AG.

\*“Hire price” is defined as the standard daily hire costs for the crane(s) and accessories as specified in the contract. The penalty is calculated based on the number of days’ postponement.

##### 2.6 Withdrawal from contract/cancellation

If the client cancels the contract, they shall be liable for the following fixed payments (contractual penalties):

• Up to 120 days before installation begin	10% of the order volume**
• 90–119 days before installation begin	25% of the order volume**
• 60–89 days before installation begin	50% of the order volume**
• 15–59 days before installation begin	75% of the order volume**
• 0–14 days before installation begin or any time during operations:	100% of the order volume**

\*\*The order volume is calculated as the total of all services and costs included in the contract.

If an agreed date is postponed by the client in accordance with Point 2.5 and the client later decides to withdraw from the contract, then the contractual penalty is calculated based on the order volume per the originally agreed usage begin date, deducting any contractual penalties already paid for this project as a consequence of the postponement.

##### 2.7 Contract end date

The contract end date is agreed in writing. If no contract end date has been agreed, the client must terminate the contract in writing in plenty of time, and in any case at least four weeks before they wish the crane usage to end. If the client fails to do this, they shall be liable for any idle times, labour and costs resulting from this failure. If no usage end date has been agreed in writing, EMIL EGGER AG has the right to terminate the contract in its entirety and end the contractual relationship subject to a notification period of four weeks.

### 3 Responsibilities

#### 3.1 Supervision

From the agreed usage begin date, the crane operator and any other employees provided by EMIL EGGER AG shall be subject to the supervision, management and responsibility of the hiring party or a person appointed by them at the place of operation.

#### 3.2 Crane operator

The crane operator will work in accordance with the crane manufacturer’s specifications. The crane operator may interrupt crane operations if conditions are unsafe. No claims for any financial compensation can be made against EMIL EGGER AG due to such interruptions.

### 4 Hire price

#### 4.1 Governing hire begin date

The hire cost applies from the usage start date confirmed by EMIL EGGER AG (costs for assembly and dismantling are covered by the global installation fee).

#### 4.2 Price basis

The prices are calculated in accordance with the contract. Standard working days are Monday to Friday, excluding statutory public holidays at the location of use. Working hours are limited to a maximum of 10 hours per day, between 06:00 and 20:00. The prices apply to continuous, uninterrupted work.

#### 4.3 Surcharges

Additional charges shall apply for work on days other than the standard working days specified in Point 4.2, or longer than the specified ten hours per day. These surcharges are specified in the contract or determined in accordance with standard practice.

#### 4.4 Costs if work is interrupted

Additional costs shall be due if the work is interrupted. These are the costs for machinery and equipment idle time, additional installation or deinstallation costs for machinery and equipment, etc. Standby rates for the personnel shall also apply for the duration of the interruption.

#### 4.5 Duties and miscellaneous costs

Legal duties, fees, taxes, customs duties, VAT, import taxes, etc. are not included in the hire costs and shall be due in addition to the hire price.

#### 4.6 Advance payment

An advance payment of 50% of the installation costs shall be due when the contract is signed. This amount will be payable net within ten days.

### 5 Confidentiality

#### 5.1 Confidential information

All information provided by EMIL EGGER AG in relation to the project (specifications, drawings, procedures, quotes, execution proposals, correspondence, verbal discussions, etc.) must be treated as strictly confidential (intellectual property of EMIL EGGER AG).

#### 5.2 Disclosure of information

No information and data relating to the contract and not generally publicly available may be used for any other purposes or disclosed in any shape or form. This confidentiality obligation must be undertaken by the client’s contractors and clients as well as the client themselves. Confidential information may only be disclosed to third parties or their employees if it is essential to execution of the specific project and furthermore only if the recipients undertake in advance to treat the information with the same standards of confidentiality. Failure to do so shall result in the client being liable for any damage due to breaches of confidentiality.