



## GENERAL CONDITIONS FOR HEAVY LIFTING RENTAL SERVICES (RENTAL OF EQUIPMENT OF HEAVY LOADS)

### 1. Application of these present conditions

- 1.1. The term "lifting" as employed in these present conditions - in whatever linguistic association - shall always be deemed to refer to the displacement, handling and lowering of heavy loads.
- 1.2. Subject to anything to the contrary stated in the tender of Hebtec Engineering Ltd. (hereinafter referred to as "HTE") or in any documents relating thereto, HTE rents out devices and provides workers.
- 1.3. Any divergent conditions of the party giving the assignment or the customer (hereinafter referred to as the "purchaser") shall have no application. This condition shall also be valid when attention shall have been drawn to such divergent conditions on the occasion of the placing of the order or the giving of the assignment and HTE shall fail expressly to contradict such.
- 1.4. Should any contradictions arise, the written tender on the part of HTE and any special conditions imposed by HTE shall take precedence in the sequence here employed before these present general conditions.

### 2. Extent of performance

- 2.1. HTE rents out the agreed upon number of lifting devices in accordance with the indicated specifications for the agreed duration of the work. HTE also supplies materials such as grease and strand wire, and is responsible for the transport and return of the rented devices.
- 2.2. Repairs or the supply of spare parts as a consequence of damage to the devices are met by the customer, since they have not been caused by HTE.
- 2.3. The lifting devices are, and remain at all times, the property of HTE.
- 2.4. During assembly, line-up, operation and disassembly of the rented devices, HTE places its technical personnel at the disposal of the customer to the agreed extent. The technical personnel are carefully selected specialists, who exclusively accompany the assembly, operation, maintenance and disassembly of the entire lifting devices. Given this scope, however, the planning and execution of the entire lifting operation remains the responsibility of the customer. In circumstances where HTE technical personnel are obliged to carry out work beyond the normal operation of devices in connection with lifting operations, these services are carried out to the exclusive danger of the customer, i.e. HTE rejects all liability.
- 2.5. The engagement of technical personnel begins with the day of the departure from Burgdorf, Switzerland, and ends on the day of return to Burgdorf, Switzerland. The travel time and waiting period are considered as normal work time. Beyond the normal

going out time, work carried out on Sundays and on recognised holidays will be considered as overtime. Overtime will be determined in the offer at the beginning.

### 3. Performance of the purchaser, acceptance postponement

- 3.1. The customer must take into consideration that the timely execution of lifting work with HTE devices requires the following prerequisites to have been met:
  - the provision of free and negotiable vehicle access to the site of the construction works;
  - the provision of the requisite personnel for unloading, the storage and subsequent distribution of materials and lifting gear to the work sites at the time of installation, as well as for the dismantling and reloading of the lifting gear;
  - the provision of lockable storage space for small materials and equipment;
  - the provision of a suitable level area on the site of the construction works for the prefabrication of the strand cables if required;
  - the provision of a crane with sufficient lifting capacity for unloading, loading, assembly and dismantling of the lifting gear;
  - the provision of electric power supply and connections as specified by HTE;
  - the provision of sufficient light on all work sites for night work if required;
  - the provision of changing rooms and sanitation facilities;
  - the provision of all necessary scaffolding and working platforms, including access ways for the lifting operations as well as safety equipment in accordance with regulations in force for the time being and instructions on the part of HTE;
  - the provision of suitable support structures for the lifting gear;
  - the provision of connecting devices for the head anchor on the load;
  - the ensurance of the stability of the load necessary for the lifting operations;
  - the conclusion of machinery erection (assembly) insurance or building contractor's comprehensive insurance cover (see section 7);
  - the provision of work permits for HTE personnel for overtime and night work if requisite, as well as for immigration visas and labour permits if required;
- 3.3. Should the provision of the equipment and/or the commencement of the assignment of HTE respectively be delayed beyond the date agreed in the order confirmation for reasons within the control of the purchaser, i.e. from failure to fulfil the prerequisites specified in Clauses 3.1. and 3.2. hereof, then the purchaser shall be liable to pay a standstill rental starting from the 8th day of the delay throughout the entire time period of its duration. Such standstill rental shall amount to 60 % (sixty percent) of the day-work equipment rental tariff fixed in the offer made by HTE. As from the time of the arrival of the equipment on the construction

site, 100 % (hundred percent) of the daywork equipment rental tariff will become payable for any time period of standstill.

#### 4. Acceptance of assignment, modifications

HTE will be bound for 60 days by the terms and conditions of the tender made by itself. Orders, agreements as well as supplementations and modifications shall only become binding when such have been confirmed in writing by HTE.

#### 5. Prices, payment conditions

5.1. Performance and services provided by HTE will be charged at the net prices specified in each tender. Any taxation and customs duties becoming due in connection with the carrying out of the contract, value added tax in particular (V.A.T.), are to be paid separately by the purchaser.

5.2. The prices given in the tender of HTE are based upon the cost of materials, personnel and transportation at the date of making the tender. Additional services, which are not expressly contained within the offer, will be charged to the customer.

5.3. The following surcharges will be applied to the hourly rates given in the tender:

- 50 % on Saturdays
- 100 % on public holidays and Sundays
- 50 % at night

5.4. The purchaser shall be under a duty hereby to pay all invoices within 30 days of date of invoice without any deduction whatsoever. Upon the expiry of this time period, the purchaser will be in default even without any express reminder having been issued. In case of default of payment, HTE shall be entitled hereunder, without prejudice to any other rights available to HTE by law or under this present contract, to demand interest at the prevailing rate for the time being charged by the banks at the domicile of HTE for short term loans.

5.5. Any offsetting of counter claims and the assertion of any right of retention on the part of the purchaser shall be inadmissible hereunder.

#### 6. Liability in cases of delay and faulty performance

6.1. HTE will make every effort to meet the agreed deadlines. Should however HTE be unable to meet the agreed deadline, then the purchaser, should the performance or services not have been subsequently rendered before the expiry of a reasonable additional deadline to be given in writing, shall have a claim to be indemnified for any damages arising up to an amount of 1% for each full week but only up to an overall amount of 6% of the price of the delayed performance. Any other claims no matter upon what legal grounds shall not obtain. The right of withdrawal after any fruitless expiry of a subsequent deadline set by the purchaser shall however remain untouched.

6.2. HTE shall not be in default so long as its performance shall be in arrears as a result of circumstances for which it is not responsible. Such circumstances shall among others also include force majeure or act of God, and include for example war, enemy action, strikes and interruptions of supplies of raw materials. In all such cases, HTE shall be relieved of each and every liability.

6.3. HTE provides a guarantee for the hiring of faultless lifting devices, which correspond to the specified functions. Should a fault occur, HTE commits itself to recover the device within an appropriate period. The operating personnel, which are provided at the request of the customer, are carefully chosen by HTE, but not for their instruction and monitoring concerning the lifting work to be executed. Any liability for the execution of lifting op-

erations by the customer and for its success is impossible. In accordance with point 6.3. damage which can be attributed to HTE adheres to HTE at most up to sixfold the amount of the monthly rent owed for the rented lifting devices.

6.4. Any liability is impossible, if the customer does not use HTE personnel in accordance with point 2.5 for the rented lifting devices, or if a fault is caused by the customer himself. In these cases the customer is liable to HTE for all lifting devices or any other damages which may occur.

6.5. Any static calculations, plans and technical drawings (hereinafter referred to as the "documentation") of the purchaser or of third parties shall serve only as a basis for the elaboration of the tender as well as for the preparation for the assignment. HTE is not bound hereunder to conduct any examination of such documents and will accept no liability for their completeness or correctness.

#### 7. Insurances

7.1. The purchaser acknowledges hereunder that the tendered price only includes the premium for the insurance of the legal liability of HTE towards third parties (with the exclusion of loss or damage of the property in custody among other things) without insurance for loss or damage to the lifting equipment of HTE.

7.2. The purchaser shall be under a duty hereunder to conclude or cause to be concluded a building contractor's comprehensive or machinery erection (assembly) insurance in respect of the construction works with the express inclusion of contractual performances on the part of HTE (to include the loads and property in custody and control). Property in custody and control shall mean hereunder, the load as well as any third party property which HTE shall have accepted for use or processing, or upon or with which HTE is engaged (e.g. existing structures). The purchaser binds itself hereunder to render an appropriate insurance cover note of an insurance company to HTE prior to the commencement of the works.

#### 8. Maintenance service

In order to be able to guarantee the working reliability of the HTE devices, a mandatory maintenance service must be carried out by HTE technical personnel after two months of rented use. Depending on demand, maintenance service may be necessary within even shorter periods. This takes place according to mutual arrangement. Payment takes place according to the requirements given in the offer.

#### 9. Partial ineffectiveness

Should any of the stipulations of these present general conditions be or become ineffective, all other stipulations herein shall remain untouched in force. Any ineffective stipulation shall be replaced by an admissible stipulation which shall possess the equivalent commercial intent or which shall correspond most closely with the original stipulation.

#### 10. Applicable law, place of jurisdiction

All legal relationships between the parties hereto which shall emanate from or be in connection with this present contract, shall be subject to the Swiss law. The exclusive place of jurisdiction for all legal disputes shall be Burgdorf, Switzerland.



## GENERAL CONDITIONS FOR HEAVY LIFTING ASSIGNMENTS (LIFTING, LOWERING AND DISPLACEMENT OF HEAVY LOADS)

### 1. Application of these present conditions

- 1.1. The term "lifting" as employed in these present conditions - in whatever linguistic association - shall always be deemed to refer to the displacement, handling and lowering of heavy loads.
- 1.2. Subject to anything to the contrary stated in the tender of Hebtec Engineering Ltd. (hereinafter referred to as "HTE") or in any documents relating thereto, HTE will accept assignments in the area of lifting loads and perform services relative thereto only on the following conditions.
- 1.3. Any divergent conditions of the party giving the assignment or the customer (hereinafter referred to as the "purchaser") shall have no application. This condition shall also be valid when attention shall have been drawn to such divergent conditions on the occasion of the placing of the order or the giving of the assignment and HTE shall fail expressly to contradict such.
- 1.4. Should any contradictions arise, the written tender on the part of HTE and any special conditions imposed by HTE shall take precedence in the sequence here employed before these present general conditions.

### 2. Extent of performance

- 2.1. HTE will accept the carrying out of specific precisely circumscribed lifting operations in accordance with the description of performance in the tender of HTE.
- 2.2. Should the purchaser be subsequently obliged to require additional work not already contractually agreed, or should the lifting operation stages foreseen in the contract be modified, and should additional expenditure thereby be incurred or additional costs arise as a result of unforeseen interruptions, delays in the construction works plan, waiting times, strikes as well as other circumstances for which HTE cannot be held liable, then such shall not be deemed to be included in the extent of the performance and will be invoiced to the purchaser in addition to the rates included in the tender.

### 3. Performance of the purchaser, acceptance postponement

- 3.1. The calculation or verification of the static features of the load are especially excluded from the performance of HTE and are to be carried out in due time by the purchaser, as also the temporary or final suspension or substrate of the load or any temporary structures, the supervision of the load during lifting operations, the survey of the load in order to determine its position and the final introduction into its final location.
- 3.2. The performance of HTE presupposes that the purchaser at its own expense shall have among other things performed the following services and/or created the following preconditions respectively:

- the provision of free and negotiable vehicle access to the site of the construction works;
- the provision of the requisite personnel for unloading, the storage and subsequent distribution of materials and lifting gear to the work sites at the time of installation, as well as for the dismantling and reloading of the lifting gear;
- the provision of lockable storage space for small materials and equipment;
- the provision of a suitable level area on the site of the construction works for the prefabrication of the strand cables if required;
- the provision of a crane with sufficient lifting capacity for unloading, loading, assembly and dismantling of the lifting gear;
- the provision of electric power supply and connections as specified by HTE;
- the provision of sufficient light on all work sites for night work if required;
- the provision of changing rooms and sanitation facilities;
- the provision of all necessary scaffolding and working platforms, including access ways for the lifting operations as well as safety equipment in accordance with regulations in force for the time being and instructions on the part of HTE;
- the provision of suitable support structures for the lifting gear;
- the provision of connecting devices for the head anchor on the load;
- the ensurance of the stability of the load necessary for the lifting operations;
- the surveying of the load and indication of necessary corrections with regard to its final location;
- the fixation of the load in its final location;
- the conclusion of machinery erection (assembly) insurance or building contractor's comprehensive insurance cover (see section 7);
- the provision of office space with telephone connection for the HTE construction site coordinators;
- the provision of work permits for HTE personnel for overtime and night work if requisite, as well as for immigration visas and labour permits if required;

- 3.3. Should the provision of the equipment and/or the commencement of the assignment of HTE respectively be delayed beyond the date agreed in the order confirmation for reasons within the control of the purchaser, i.e. from failure to fulfil the prerequisites specified in Clauses 3.1. and 3.2. hereof, then the purchaser shall be liable to pay a standstill rental starting from the 8th day of the delay throughout the entire time period of its duration. Such standstill rental shall amount to 60 % (sixty percent) of the daywork equipment rental tariff fixed in the offer made by HTE. As from the time of the arrival of the equipment on the construction site, 100 % (hundred percent) of the daywork equipment rental tariff will become payable for any time period of standstill.

#### 4. Acceptance of assignment, modifications

HTE will be bound for 60 days by the terms and conditions of the tender made by itself. Orders, agreements as well as supplementations and modifications shall only become binding when such have been confirmed in writing by HTE.

#### 5. Prices, payment conditions

- 5.1. Performance and services provided by HTE will be charged at the net prices specified in each tender. Any taxation and customs duties becoming due in connection with the carrying out of the contract, value added tax in particular (V.A.T.), are to be paid separately by the purchaser.
- 5.2. The prices given in the tender of HTE are based upon the cost of materials, personnel and transportation at the date of making the tender. Any subsequent increases of costs will be charged to the purchaser.
- 5.3. The following surcharges will be applied to the hourly rates given in the tender:
  - 50 % on Saturdays
  - 100 % on public holidays and Sundays
  - 50 % at night
- 5.4. The purchaser shall be under a duty hereby to pay all invoices within 30 days of date of invoice without any deduction whatsoever. Upon the expiry of this time period, the purchaser will be in default even without any express reminder having been issued. In case of default of payment, HTE shall be entitled hereunder, without prejudice to any other rights available to HTE by law or under this present contract, to demand interest at the prevailing rate for the time being charged by the banks at the domicile of HTE for short term loans.
- 5.5. Any offsetting of counter claims and the assertion of any right of retention on the part of the purchaser shall be inadmissible hereunder.

#### 6. Liability in cases of delay and faulty performance

- 6.1. HTE will make every effort to meet the agreed deadlines. Should however HTE be unable to meet the agreed deadline, then the purchaser, should the performance or services not have been subsequently rendered before the expiry of a reasonable additional deadline to be given in writing, shall have a claim to be indemnified for any damages arising up to an amount of 1% for each full week but only up to an overall amount of 6% of the price of the delayed performance. Any other claims no matter upon what legal grounds shall not obtain. The right of withdrawal after any fruitless expiry of a subsequent deadline set by the purchaser shall however remain untouched.
- 6.2. HTE shall not be in default so long as its performance shall be in arrears as a result of circumstances for which it is not responsible. Such circumstances shall among others also include force majeure or act of God, and include for example war, enemy action, strikes and interruptions of supplies of raw materials. In all such cases, HTE shall be relieved of each and every liability.
- 6.3. HTE warrants all due diligence in the execution of all its contractual duties in accordance with the applicable state of the art principles of technology. In the event of any negligent infringement of its duties, HTE binds itself hereunder subsequently to make good all faulty performance. HTE shall however only be liable for any loss or damage caused to the extent of double the amount of the overall price due from the purchaser for the execution of the respective assignment. In respect of any other additional claims of the purchaser going beyond such, in particular with respect to claims for reinstatement as a result of consequential loss or damage, no matter upon what legal grounds, HTE shall only become liable when the purchaser can show intent or gross negligence on the part of HTE.

- 6.4. Each and every liability shall be excluded hereunder in case the purchaser shall have omitted to perform the services listed under section 3. hereof or fail to have created the requisite pre-conditions.
- 6.5. Any statical calculations, plans and technical drawings (hereinafter referred to as the "documentation") of the purchaser or of third parties shall serve only as a basis for the elaboration of the tender as well as for the preparation for the assignment. HTE is not bound hereunder to conduct any examination of such documents and will accept no liability for their completeness or correctness.

#### 7. Insurances

- 7.1. The purchaser acknowledges hereunder that the tendered price only includes the premium for the insurance of the legal liability of HTE towards third parties (with the exclusion of loss or damage of the property in custody among other things) without insurance for loss or damage to the lifting equipment of HTE.
- 7.2. The purchaser shall be under a duty hereunder to conclude or cause to be concluded a building contractor's comprehensive or machinery erection (assembly) insurance in respect of the construction works with the express inclusion of contractual performances on the part of HTE (to include the loads and property in custody and control). Property in custody and control shall mean hereunder, the load as well as any third party property which HTE shall have accepted for use or processing, or upon or with which HTE is engaged (e.g. existing structures). On request the purchaser binds itself hereunder to render an appropriate insurance cover note of an insurance company to HTE prior to the commencement of the works.
- 7.3. Should the purchaser desire to waive the conclusion of such insurance cover, or should the purchaser be unable to cause the employer to conclude such, the purchaser binds itself hereunder to inform HTE thereof in writing at least 30 days before the commencement of the performance in order that HTE may appropriately insure its contractual works. In such cases, the additional costs involved will be invoiced to the purchaser in addition to the price given in the tender.
- 7.4. Without receipt of above mentioned written declaration HTE that the purchaser has signed the necessary insurances or renounce to do so and therefore is ready to bear the corresponding risk.

#### 8. Assignment prohibition

HTE shall be empowered hereunder to assign all rights and duties arising out of the accepted assignment to one of its associated companies. Otherwise, neither of the parties hereto shall be entitled to assign its rights and duties emanating from this present contract without the prior written consent of the other party thereto.

#### 9. Partial ineffectiveness

Should any of the stipulations of these present general conditions be or become ineffective, all other stipulations herein shall remain untouched in force. Any ineffective stipulation shall be replaced by an admissible stipulation which shall possess the equivalent commercial intent or which shall correspond most closely with the original stipulation.

#### 10. Applicable law, place of jurisdiction

All legal relationships between the parties hereto which shall emanate from or be in connection with this present contract, shall be subject to the Swiss law. The exclusive place of jurisdiction for all legal disputes shall be Hindelbank, Switzerland.