

# MOBILE CRANE RENTAL AGREEMENT

## General terms for the rental of mobile cranes, 1st may 1991

### 1. SCOPE OF APPLICATION

These general terms for the rental of mobile cranes are applied to cases where independent mobile crane entrepreneurs or companies place a mobile crane with its operator at the disposal of a customer against compensation so that the customer is responsible for supervising the working of the mobile crane.

These terms are not applied to permanent employment, lifting contracting, and renting of equipment, i.e. renting cranes without operators.

In these rental terms the parties will hereinafter be referred to as the customer and the renter.

### 2. OBLIGATIONS OF THE CUSTOMER

#### 2.1 Supervision

The customer is responsible for the planning and supervision of the lifting work.

#### 2.2 Load to be Lifted and Working Conditions

The customer is responsible for making sure that the weight of the load and other important factors in lifting are correct and known to both parties.

The customer is responsible for making sure that the carrying capacity and the evenness of the ground are sufficient at the lifting site, working site, and on the roads used.

The customer must, before the work begins or well in advance during the work, remove or protect wires, cables, pipes, and the like or mark their location clearly. He must also inform the renter in advance about the measures taken.

#### 2.3 Mounting Check

The customer's supervisor is responsible for making sure that a mounting check is carried out for the crane before starting lifting work.

#### 2.4 Assisting Labour and Equipment

When the lifting requires equipment or assisting labour, such as markers and load fasteners, the customer answers for providing them and paying them.

The customer also answers for fastening the load, and measures taken by the assisting labour, as well as for the equipment.

#### 2.5 Compensation for Cancelling

If the customer cancels his order of crane without force majeure, he is obliged to compensate for the loss caused to the renter because of the cancelling.

#### 2.6 Insurance of Load

If the customer considers insuring the load necessary, he must take the insurance at his own expense.

### 3. OBLIGATIONS OF THE RENTER

#### 3.1 Observing the Orders

The crane operator must in his work observe the orders and instructions given by the customer's supervisor. If the crane operator takes part in measures that are the responsibility of the customer, this does not diminish the customer's responsibility.

The crane operator must do his work skillfully and carefully and in accordance with safety regulations.

#### 3.2 Crane

The renter will deliver an appropriate crane on the agreed date and time for the use of the customer's supervisor, on the basis of the information given by the customer.

The renter is responsible for keeping the crane as well as its equipment and lifting accessories in proper working condition and he must also make sure that it fulfils the current safety regulations.

The renter answers for having the required licences valid and in order as well as for carrying out the checks (excluding mounting check).

#### 3.3 Delayed delivery

If there is a delay in delivery due to the renter, the renter is obliged to notify the customer's supervisor immediately of the delay and its cause. If the renter fails to notify the customer, the renter is liable to compensate for the loss caused to the customer. However, the agreed hourly rent is the maximum compensation unit for the time of the delay.

#### 3.4 Working Hours

The crane operator is to observe the regular working hours at the customer's site, if not otherwise agreed.

### 4. LIABILITY FOR DAMAGES

#### 4.1 The Customer's Liability for Damages

The customer is responsible for damages caused by the obligations and actions mentioned in these terms or caused by neglecting these obligations and actions, unless he can prove having acted blamelessly.

If there is a delay in the operation of the crane because of damage caused by the customer, the customer is liable to pay the agreed hourly rent - less the saved operating costs - for the time of the delay.

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The operating costs include expenses for fuel and lubricants as well as repair and service.

### 4.2 The Renter's Liability for Damages

The renter is responsible for direct injuries to persons or for property damages caused by the renter, if the renter or someone employed by the renter is shown to have neglected the normal safety precautions and care in lifting.

The renter is not liable for any indirect injury or damage resulting from the accident.

The renter is not liable for any loss or damage that the customer suffer directly or indirectly because of delays or other interruptions in the lifting work due to the breakage, falling, or similar breakdown of the crane.

The maximum compensation payable by the renter for damages caused to the customer is twice the charge agreed for the lifting - the maximum amount, however, is seventeen thousand euros (17 000 €).

### 4.3 Liability Insurance

The renter must have a valid liability insurance, unless otherwise agreed in the hire contract. The renter is obliged to show the type and extent of the insurance, if requested.

## 5. TERMS AND CONDITIONS OF PAYMENT

### 5.1 Hourly Rent

The customer compensates the use of a crane by paying the renter an hourly rent for the working period. The rent is paid for the time when

- the crane is used for work determined by the customer,
- the crane is being moved at the customer's site or between different sites,
- the crane boom is being extended or dismantled or the lifting accessories or tools are being changed in order to be able to carry out the lifting determined by the customer, or
- the crane cannot be used during regular working hours due to interruptions or other reasons, not caused by the renter.

The working hours do not include the time used for servicing or repairing the crane, and not the operator's lunch breaks.

When the rent contract is continuous, the hourly rent is always paid for a minimum of eight (8) hours in a shift. The hourly rent is also paid for parts of an hour.

### 5.2 Lifting Accessories

The rent of a crane does not include lifting accessories. The payment for the use of any lifting accessory must be agreed on separately.

### 5.3 Assisting Labour and Equipment

If different platforms, supporting plates, and the like are required when moving the crane to the site or at the site, or mounting the crane, the renter may provide them against separate compensation by the customer.

### 5.4 Moving a Crane

The moving of a crane to the customer's site and back from the site is always compensated either by the hourly rent or by the mileage.

- When the crane is moved to the customer's site with its own engine and the site is situated not more than 20 kilometres from the location of the crane, the customer is to pay two (2) hours' rent as a compensation for the moving costs.
- When the crane is moved to the customer's site with its own engine and the site is situated more than 20 kilometres from the location of the crane, the customer is to pay either a minimum of two (2) hours' rent or by the mileage or as separately agreed.
- When the crane or parts of it are moved to the customer's site and back to their location by any separate transport equipment, the customer is to pay the expenses caused.
- If the mounting or dismounting of the crane requires the use of helpers, auxiliary cranes etc. the customer is to pay the expenses caused.
- If the moving of a crane requires a special transport, the customer pays the permission fee and compensates the renter for the costs of fulfilling the terms of the permission.

### 5.5 Overtime Work

If there is no previous agreement on overtime compensation, the customer is to pay the crane operator's overtime premium according to a valid collective labour agreement plus social security contributions and a 12 % premium for general expenses.

### 5.6 Terms of Payment

The customer is obliged to pay the invoices presented to him by the renter within 14 days from the date of the invoice. For overdue invoices the customer is to pay an 18 % penal interest. If nothing else is agreed about penal interest, the customer is to pay penal interest according to Finnish law of interest.

### 5.7 Value Added Tax

The hourly rent and other payments do not include value added tax. Upon the hourly rent and other payments the customer is to pay value added tax according to current law.

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### 6. SPECIAL PROVISIONS CONCERNING WORK

#### 6.1 Right to Decline a Task

The crane operator is entitled to decline a task if he considers there to be an obvious risk of injury or damage either to himself, the crane, the customer, or a third party.

#### 6.2 Storing the Crane

The customer is obliged to arrange a place to store the crane at the site or near it, if requested. The customer is not responsible for guarding the crane.

#### 6.3 Tasks Deviating from the Contract

Using the crane at different sites or in clearly different tasks from those specified in the contract must be agreed on separately.

### 7. SPECIAL PROVISIONS CONCERNING THE CONTRACT

#### 7.1 Force Majeure in Carrying Out the Contract

Force majeure is determined as an event that is independent from the customer or the renter and that essentially prevents, impedes, or delays the fulfilment of the contract.

A strike, blockade, blockout, or other comparable industrial action is also considered force majeure as regards this contract term.

Both parties are entitled to cancel the contract in case of such force majeure that causes unreasonable inconvenience to a party, not due to himself.

Neither party is entitled to claim a compensation for the possible losses caused by force majeure.

#### 7.2 Settling of Disputes

Disputes concerning the validity, interpretation, and application of the contract on mobile crane renting are to be settled by the court of first instance of the renter's domicile, unless the parties can come to an agreement.