



**GENERAL HIRE CONDITIONS  
FOR CRANE WORK**

**NORDIC CRANE GROUP**

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#### 1 Application and definitions

- a These contract conditions (“the Conditions”) are applicable for all contracts that are entered into between companies affiliated to Nordic Crane Group AS (“the Rental Company”) and the client (“the Hirer”) concerning the Rental Company’s hiring out of mobile cranes, crane trucks, lifts and/or other equipment with a crane operator and/or other service crew for carrying out lifts and/or other work for the Hirer performed under the supervision of the Hirer (“Crane Hire”).
- b The conditions also make use of the following terms:
  - i **“The Contract”**  
The contract for Crane Hire which has been made between the parties, and which includes written offers, confirmations of order, the Rental Company’s prevailing price list and the Conditions, applying in the sequence in which they are given.
  - ii **“The Assignment”**  
The Crane Hire that the Rental Company shall deliver to the Hirer for the performance of the work that is encompassed by the Contract.
  - iii **“The Assignment Location”**  
The place/places at which the Assignment is to be carried out pursuant to the Contract.
  - iv **“The Equipment”**  
The machine(s) and equipment, including cranes, mobile cranes, crane trucks, lifts, lorries and/or other accessories connected with these, that are hired out and/or are in use through the Rental Company’s delivery and/or the execution of the Assignment.
  - v **“Change Orders”**  
Any change and/or addition to the Assignment as defined in the Contract.
- c The most recent revised version of the Conditions applies at any given time between the parties. The Conditions can be viewed on Nordic Crane Group’s website – [www.nordiccrane.com](http://www.nordiccrane.com).

#### 2 Commencement of contract

- a The Contract has been entered into when the Assignment has been confirmed by the Rental Company or when the Rental Company has commenced the work that is encompassed by the Assignment.
- b Unless otherwise explicitly stated, all offers are based on the Rental Company carrying out the work under normal conditions, on weekdays, with a working day of 7.5 hours, normally between 0700 and 1500.
- c Change Orders are valid when they have been confirmed by the Rental Company or when the Rental Company has commenced the work that is encompassed by the addition/changes.

#### 3 Mutual obligations

- a The parties shall at all times act in compliance with prevailing laws and regulations, guidelines, government permits and orders.
- b Each party shall at all times provide the other party with any information that is reasonable and necessary for the execution of the Assignment. This rule does not affect the distribution of liability that is stipulated in the Conditions.

#### 4 Hirer's obligations

- a The Hirer is responsible for planning the work of which the Assignment forms a part, and for supervising the work.
- b Well ahead of the commencement of the Assignment, the Hirer shall provide the Rental Company with the information and the documentation the Rental Company requires in order to assess, plan and execute the Assignment. This information/documentation shall as a minimum include the following:
  - i Name, organisation number, project number (if relevant) and address for invoicing.
  - ii A description of what is to be lifted, including weight, measurements, value and lift height.
  - iii A description of the Assignment Location, including the place where the crane will be positioned.
  - iv Whether there are any potential risk conditions at the Assignment Location such as wires, cables, barriers or other obstacles, including whether there is a possibility that the base may not be able to bear the Equipment at the Assignment Location and to and from the Assignment Location.
  - v Whether there is a need for crew other than the crane operator to be contracted in connection with the Assignment.
- c The Hirer is responsible for ensuring that any information or documentation that is submitted by or on behalf of the Hirer is correct and complete.
- d The Hirer is responsible for ensuring that the Equipment can be conveyed to and delivered at the Assignment Location on roads that have adequate bearing capacity, and that it can be positioned on ground that also has adequate bearing capacity. Moreover, the Hirer is responsible for investigating the extent of the pressure on the base during the execution of the Assignment, and for ensuring that the base can tolerate the necessary load pressure. The Hirer shall also ensure that the Equipment can be placed where it can be operated safely so that the Assignment can commence at the agreed time and can be executed without interruption.
- e Unless otherwise explicitly agreed, the Hirer shall obtain the necessary applications and permits from the authorities and supervisory bodies.
- f Unless otherwise explicitly agreed, the Hirer is responsible for making the calculations that are necessary for the execution of the Assignment, including – but not restricted to – ensuring that buildings and parts of buildings can tolerate the loads and encroachments involved in the Assignment.
- g Before the Assignment commences and during the execution of the Assignment, the Hirer should remove or protect wires, cables, pipe constructions and the like, or should mark such objects adequately and draw the attention of the Rental Company to the location of these objects.
- h If the Hirer shall conduct a Safe Job Analysis (“SJA”)/working environment analysis for the Assignment and/or for all or parts of the work of which the Assignment forms part, the Hirer must ensure that these are coordinated with the SJA/SJAs conducted by the Rental Company.
- i The Hirer is responsible for ensuring that no unauthorised persons, machinery or other apparatus are present in the work area of the Equipment.
- j Unless otherwise explicitly agreed, the Hirer is responsible for the provision of safe and approved lifting points for the hoisting, securing and/or jacking up of the Equipment and for ensuring that the points are strong enough to allow the Assignment to be executed and that all parts comply with the legal requirements laid down by government authorities.
- k The Hirer is responsible for providing a secure and safe working environment and for ensuring that the work or the Assignment is carried out in compliance with prevailing rules, guidelines and government orders.
- l Unless otherwise explicitly agreed, the Hirer is responsible for ensuring that whatever is to be transported or lifted is properly packed and can tolerate the lift, including ensuring that what is to be lifted can tolerate the lifting method selected.
- m Unless otherwise explicitly agreed, the Hirer shall provide assistants – for example to secure loads, to give signals or suchlike. The Hirer is responsible for ensuring that these assistants possess the necessary qualifications.

## 5 Rental Company's obligations

- a The Rental Company is responsible for planning and executing the Assignment on the basis of the information and documentation provided by the Hirer.
- b The Rental Company shall execute the Assignment professionally and in accordance with prevailing rules and guidelines.
- c To the extent it is within the business area and knowledge area of the Rental Company, the Rental Company shall examine the documentation received from the Hirer in order if possible to reveal errors or ambiguities. These examinations do not, however, exempt the Hirer from full and complete liability for consequences resulting from the information/documentation containing errors or deficiencies.
- d The Rental Company decides at all times whether the Assignment can be executed and/or whether changes or adaptations must be made in order to execute the Assignment in a safe and proper manner. The Rental Company has the right to refuse to carry out such tasks that it considers may involve a risk of injury/damage to the Rental Company, the Equipment, the Hirer, physical objects or a third party.

## 6 Execution of the Assignment

- a Unless otherwise explicitly agreed, the Rental Company can freely engage a third party to execute the entire Assignment or parts of the Assignment.
- b Unless otherwise explicitly agreed, all dates for the execution and completion of the Assignment are for guidance only and are not binding on the Rental Company.  
  
If defined deadlines have been explicitly agreed, such deadlines do not come into effect until the Hirer has fulfilled all his contractual obligations, including the settlement of claims that have fallen due. Current deadlines are suspended on the same grounds for any period during which the Hirer does not fulfil his obligations as described.
- c In its work, the Rental Company should follow the directives and instructions given by the Hirer's supervisor. The Hirer's liability as supervisor is not limited by the fact that the Rental Company may participate in the work or in tasks that have been assigned to the Hirer.
- d Under no circumstances is the Rental Company under any obligation to carry out work or to follow instructions if this can lead to a risk of personal injury or of damage to physical objects. The rental Company alone decides whether or not such risk exists.

## 7 Price

- a Unless otherwise explicitly agreed, payment is calculated per hour in accordance with the Rental Company's price list that applies at any given time. The hourly price includes the hire of the Equipment and the operator.  
  
Other work and expenses – including but not restricted to engineering, mobilising and demobilising, special insurances, overtime, travel, and board and lodging – are additional and are invoiced separately.
- b All prices are exclusive of Norwegian VAT.
- c Unless otherwise explicitly agreed, all prices are based on the Assignment being executed under normal conditions, on weekdays, with a working day of 7.5 hours, normally between 0700 and 1500.
- d The hire period is calculated from the date the Equipment leaves the Rental Company and until the point when the Equipment has been returned to the same or an agreed place. The hire period is calculated on the basis of every commenced hour.  
  
The hire period includes the time the Equipment cannot be used in normal working hours due to weather or to other conditions that are not the fault of the Rental Company – including but not restricted to the Rental Company interrupting or suspending the Assignment on the grounds that in the opinion of the Rental Company it cannot be executed in a proper manner.  
  
The hire period does not include any time that repairs, service work and maintenance work are being carried out on the Equipment, provided that this is not the fault of the Hirer or of anyone the Hirer is responsible for and who has caused the fact that the Equipment cannot be used.
- e If extra labour and/or accessories are required during the execution of the Assignment – including on mobilising and demobilising the Equipment, on transport at the Assignment Location, on establishing the base, support constructions or the like – the Rental Company can order this at the expense of the Hirer, see paragraph 7 (a) and paragraph 4 (m).
- f If the execution of the Assignment makes special training necessary for the Rental Company's staff, the Hirer is obliged to cover all the Rental Company's costs for such training.
- g If the cost price for one or more elements in the Contract rises materially once the Contract has been entered into, without this being due to conditions over which the Rental Company has control, the Rental Company has the right to increase the price correspondingly.
- h Unless otherwise explicitly agreed, the provisions on price stated in paragraph 7 shall also apply to Change Orders.
- i If a fixed price has been agreed for the Assignment, only the items that are explicitly specified in the Contract are included. Other expenses and costs are invoiced according to bills submitted in accordance with paragraph 7.

## 8 Payment

- a Unless otherwise explicitly agreed, payment shall be made at the latest 14 days after the invoice date.
- b In the event of delayed payment, the Hirer will be charged interest on overdue payments in accordance with the Norwegian Act relating to Interest on Overdue Payments, etc.
- c The Hirer does not have the right to retain or set off outstanding settlement against any claims that the Hirer may believe he has against the Rental Company unless the claim has been explicitly accepted or unless a final and enforceable judgement exists.
- d If the Hirer is several legal persons and/or someone other than the Hirer is to pay for the Assignment, these parties are jointly and severally liable for settlement in accordance with the Contract.

## 9 Change Orders

- a The Rental Company is only obliged to carry out Change Orders if that which is encompassed by the Change Order is within the general business area of the Rental Company and/or if the Change Order does not result in other projects run by the Rental Company being delayed or negatively affected.
- b Change Orders that cause a reduction to the Assignment are only permitted if the Hirer does not later carry out work corresponding to the Assignment himself or by engaging a third party. In this event the Change Order is regarded as a cancellation in accordance with paragraph 10.

## 10 Cancellation and termination

- a Each party has the right to terminate the Contract with 14 days' written notice if a situation such as that described in paragraph 12 (d) (*Force Majeure*) should arise and the execution of the Contract is impossible or temporarily impossible for a period that must be assumed to last for at least 60 days. Termination cannot take place until the conditions that hinder the execution of the Assignment have lasted for at least 30 days.
- b The Hirer has the right to cancel the Assignment entirely or partially with 14 days' written notice. In the event of such a cancellation, the Hirer must pay for the work the Rental Company has carried out up to the date the written notice of cancellation was received by the Rental Company – including but not restricted to the Rental Company's planning of the Assignment and the expenses the Rental Company has incurred or will incur with a third party as a result of the cancellation.  
  
If after the cancellation the Hirer nonetheless carries out work corresponding to the Assignment himself or by engaging a third party, the Hirer is still obliged to pay compensation as if the Assignment had been executed.
- c Each of the parties also has the right to terminate the Contract with immediate effect and with no liability of any kind if the other party goes bankrupt or seeks voluntary arrangement or debt settlement proceedings. The same applies in the event of a direct or indirect transfer of the majority of the shares in the Hirer's enterprise.

## 11 Insurance

- a Both parties must take out and maintain statutory insurances.
- b The Rental Company has liability insurance for NOK 10,000,000 with an approved insurance company.
- c The Rental Company has taken out hook insurance for liability for goods being lifted. The insurance has an upper limit of NOK 2,000,000 for one and the same insurance event. The Rental Company assumes no liability or risk beyond this amount. If there is a risk for liability/loss beyond this amount, the Hirer is responsible for taking out supplementary insurance.
- d The Hirer is obliged to take out and maintain insurance that provides satisfactory cover for damage to equipment and property and injury to persons at the Assignment Location and during transport.
- e If actions or omissions from one of the parties result in payment under the other party's insurance, the former shall cover the latter's excess under the insurance, provided that the insurance terms in question do not prevent this.
- f Either of the parties can on request require submission of the insurance certificate and information on insurance cover.

#### 12 Delay and stoppage in the Assignment period

- a The Rental Company is not responsible for the consequences of any delays unless this has been explicitly agreed for the individual Assignment.
- b If an explicit agreement has been made as described in sub-paragraph (a) above, the only available sanction shall be a daily penalty which in total can never exceed 5% of the agreed contract price. If no other agreement is in place, the daily penalty shall be NOK 2,000 for each working day that the Rental Company is delayed with its delivery.
- c Paragraph 7 shall apply if the start-up, execution and/or completion of the Assignment and/or the return of the Equipment to the Rental Company is postponed or delayed as a result of circumstances for which the Rental Company is not responsible. These include but are not restricted to i) lack of or deficient information or documentation from the Hirer, ii) third parties at the Assignment Location, or iii) weather conditions.
- d The parties are not liable for delays that are due to *Force Majeure*. *Force Majeure* is deemed to be all circumstances or conditions that are out of the control of the parties and that in addition would be disproportionately burdensome to avoid or overcome, and that in all cases temporarily or finally prevent the execution of agreed obligations (with the exception of payment obligations). Examples of *force majeure* circumstances are nationwide strikes, mutiny, epidemics, war, terrorism, blockades, embargos, rebellions, demonstrations, riots and the like. Circumstances related to weather conditions shall never be regarded as *force majeure*.

#### 13 Complaints, breach of contract and termination

- a If one of the parties commits a breach of the obligations stipulated in the Contract and the other party wishes to invoke this, the party in question must complain as soon as possible and at the latest 14 days after the party was or should have been aware of the breach, indicating a reasonable time limit for the matter to be rectified.
- b Either of the parties can terminate the Contract if the other party commits a material breach of the Contract.  
The following are always deemed material:
  - i If the Equipment cannot be used for a period that is expected to last at least 60 days, if the reason for this is circumstances for which the Rental Company is responsible and if the Equipment cannot be replaced by similar equipment within a reasonable time. The right to terminate according to this provision is conditional on the Rental Company having received written notice and the opportunity to make a replacement delivery with a 20-day deadline for such a replacement delivery. The Hirer's payment obligation is suspended in the period the Equipment cannot be used, see paragraph 7 (d).
  - ii Payment default that has continued for more than 14 days.

#### 14 The Rental Company's liability for injury/damage

- a The Rental Company is only liable for loss or damage/injury that is due to negligence from the Rental Company itself.
- b The Rental Company is not liable for indirect loss.
- c The Rental Company's liability is restricted to the Rental Company's insurance cover, see paragraph 11. If the contract price for the Assignment is lower than the insurance cover, the liability upwards is limited to the contract price.
- d If liability for a third party has been imposed on the Rental Company, the Hirer is obliged to indemnify the Rental Company for any liability that goes beyond that which the Hirer in accordance with the Contract can claim against the Rental Company.

#### 15 The Hirer's liability for injury/damage

The Hirer is liable for loss or injury/damage resulting from circumstances that are not the fault of the Rental Company or of any party for whom the Rental Company is responsible unless this is caused by the circumstances mentioned in paragraph 12 (d) (*Force Majeure*).

#### 16 Relationship to background law

The Contract's regulation of liability is complete. Neither of the parties can impose sanctions against the other party other than those that follow directly from the Contract.

#### 17 Disputes

- a Disputes about the Contract and the Conditions are governed by Norwegian law.
- b Any legal action must be commenced in the court of domicile of the Rental Company (the company with which the Contract has been entered into).