General terms & conditions of business and work

for aerial work platforms, forklifts and other self-driven devices with operating staff

(Dated: October 2026)

I. General

1. Prangl rents equipment with operating staff under the following terms and conditions, unless otherwise expressly otherwise agreed in writing on a case-by-case basis. Contrary purchasing terms and conditions of the customer shall not become contractual items even if presented to Prangl prior to commencement of the business relationship.
2. The current version of the Prangl General Terms & Conditions of Business can be accessed online at www.prangl.at.
3. The Prangl General Terms & Conditions of Business also apply to future business transactions, even if not separately agreed once again for more recent business transactions.
4. Representatives or employees sent out by the customer are also authorised to consent to these terms & conditions of business in a legally binding manner, and to submit legally binding declarations on behalf of the customer during the course of business developments.
5. In cases where Prangl, in the course of preparing a bid for tender, incurs unusually costly preliminary work (in particular through visits to construction sites and planning) Prangl reserves the right to charge for these preliminary services in a commensurate manner in cases where its bid fails to secure the order.
6. Quotations are non-binding and, as long as nothing else has been agreed in the bid document, have a validity of 28 days from the date of the quotation.
7. The decision on whether to rent a device with or without an operator lies solely within the discretion of the Prangl consulting personnel.

II. Price

1. The basis for billing is the net price quoted and/or agreed for the device. The quoted prices are exclusive of VAT at the applicable national rate. Services to companies are governed by the recipient location principle. If the legal prerequisites are met, the Reverse Charge System is applied.
2. For work on Saturdays, Sundays, public holidays and night work, the overtime supplements payable to the operating staff as well as the costs for any subcontracted work will be charged to the customer. In cases where operating staff are required to stay overnight, the customer shall pay all costs relating to this.
3. Invoicing is based on the daily time sheets of Prangl operating staff which are to be signed off by the customer or by their on-site representative. If this is not possible for reasons attributable to the customer, the digitally transmitted work time certificate shall also be valid without counter-signature. For equipment, billing is always based on daily rates. The days of delivery and of return of equipment each count as a full day of service, even if the equipment does not arrive until some point later in the day. When hourly rates are agreed, this are billed for every ½ hour commenced. Delivery and removal of the equipment by Prangl is itemised and billed separately on the invoice. The time for travel to and from the site is not included in the minimum operating time, which is stated in the offer or the order confirmation.
4. Downtime days and/or interruptions in service are billed to the customer.
5. Prangl must be notified of any changes to the duration of use as early as possible, but at least one working day before the end of the assignment. Wherever possible, and subject to prior notification, Prangl shall always endeavour to agree to extensions to the period of service, unless operational reasons preclude it from so doing. Working days are defined as Monday to Friday during Prangl's business hours; public holidays falling on these days are not counted as working days. In the event of ordered time reductions, Prangl reserves the right to charge for the originally ordered time, except in cases where a replacement order can be generated by the customer.
6. The minimum charge for personnel deployment is 5 hours plus a flat rate for travel to and from the site. For deployments lasting several days, the minimum daily charge is 8 hours per day.
7. The prices are calculated based on the fuel prices published by the Austrian federal ministry for climate protection. These are available at www.bmwet.gv.at/Themen/Energie/kosten.html#aktuellepreise. If the price of diesel rises above € 1.40 per litre on the first day of the month, the net prices will increase as follows and will then be valid for one month:

Period of service up to 24 hours:		Period of service from 25 hours:	
Diesel from € 1.40	€ 2.35 / hour	Diesel from € 1.40	€ 1.15 / hour
Diesel from € 1.60	€ 4.70 / hour	Diesel from € 1.60	€ 2.30 / hour
Diesel from € 1.80	€ 7.05 / hour	Diesel from € 1.80	€ 3.45 / hour
Diesel from € 2.00	€ 9.40 / hour	Diesel from € 2.00	€ 4.60 / hour
Diesel from € 2.20	€ 11.75 / hour	Diesel from € 2.20	€ 5.75 / hour
Diesel from € 2.40	€ 14.10 / hour	Diesel from € 2.40	€ 6.90 / hour
Diesel from € 2.60	€ 16.45 / hour	Diesel from € 2.60	€ 8.05 / hour
Diesel from € 2.80	€ 18.80 / hour	Diesel from € 2.80	€ 9.20 / hour
Diesel from € 3.00	€ 21.15 / hour	Diesel from € 3.00	€ 10.35 / hour

8. Prangl reserves the right to increase the price of orders if price increases (e.g. fuel prices, road pricing) outside of Prangl's control make this necessary.

III. Usage conditions for self-propelled devices with operating staff

1. Prangl shall carry out the appointed work in accordance with the instructions and arrangements of the customer.
2. If the device is not licensed for on-road use, and therefore has to be transported, Prangl shall invoice for delivery and removal from site separately.
3. The customer must ensure that the transport route for the device to the operating site and the on-site parking area for the device are suitable. The access road to the operating site and the on-site parking area are matters for which the customer is responsible and the customer must ensure that the surface properties all meet the requirements of Prangl devices (especially in terms of their weight). The customer is obliged to notify Prangl of any hazards, e.g. soft ground, buried structures, etc. Prangl will not accept any liability for damage to floor surfaces caused when driving in and setting up its equipment.
4. Prangl shall strive to provide the agreed devices on the agreed deadlines. In cases where deadlines have not been agreed as fixed due dates. deadlines are always provisional, thus excluding the possibility of charging for downtime periods lost due to delayed delivery.
5. In cases where Prangl does not visit the operating site prior to commencement of work, Prangl is providing its devices solely on the basis of details provided by the customer (working height, boom extension, etc.). Should a device prove unsuitable for the application due to incorrect details being provided by the customer, charges must be met by the customer, who is also then obliged to reimburse additional costs incurred.
6. The device can only be commissioned and operated by Prangl operating staff.

7. When using devices in public traffic thoroughfares, the customer is obliged to obtain the requisite permissions and to implement and assure compliance with all corresponding road safety measures. Devices can only be used on officially authorised parking areas, and must never extend beyond the lateral boundaries of authorised areas, nor be allowed to obstruct the traffic flow. A copy of this official approval must be communicated to Prangl in advance. If official approval does not cover the full scope of the intended work, the relevant Prangl staff member on site is authorised to terminate the operation at that point. If termination of the operation is authorised, Prangl is still entitled to bill its full invoice amount. Compensation claims against Prangl are not permitted in the event of authorised termination of operations.
8. If Prangl must obtain special approvals for the use of public traffic thoroughfares, billed to the customer as a separate item, Prangl accepts no liability for these official approvals being received in time. A copy of the approval obtained by Prangl will be handed over to the customer. In such cases, i.e. if so authorised, Prangl will then undertake safety precautions at the operating site, e.g. fencing off of exclusion zones. Nonetheless, the customer, as the actual company carrying out work at that location is obliged to ensure that all officially stipulated as well as other required traffic safety precautions are applied and complied with throughout the entire period of operation. It follows from this that the Prangl operating staff is not responsible on site for assuring compliance with these traffic safety precautions. The customer also bears the risk and cost, as well as the associated ancillary costs (e.g. vehicle storage) of removing from site or towing away any third-party vehicles that may, despite the posted no-parking signs, have been parked in designated areas.
9. The customer must ensure that a representative of the customer is available at the operating site at the agreed time, and that agreed work can be commenced. All downtime or waiting periods shall be billed to the customer.
10. Due to the SCC rules and the associated safety standards, the Prangl employee is obliged before starting work to carry out a safety check on the device, and in its immediate surrounding area and to document the result, and is also obliged to wear work clothing and personal protective equipment (PPE), i.e. safety shoes, hard hat, etc. This working time is billable by Prangl to the customer.
11. When using a device outdoors, pay careful attention to the maximum permitted wind speed. Whenever maximum permitted wind speeds are exceeded, operation of the device must be terminated immediately.
12. For operation near aircraft approach paths, the proper air safety authorisations must be obtained by the customer and ongoing compliance must be assured. Where operations of this kind are planned, Prangl must be notified to this effect in writing.
13. All work at tunnel construction sites must be agreed in advance with Prangl.
14. For safety reasons, the customer must meet the costs of ensuring that a properly trained first-aider is available on site.
15. If the device is to be used on a fragile or valuable surface (carpet, marble, sandstone floors, etc.), Prangl recommends that the floor surfaces should first be protected against damage and soiling caused by abrasive wear, oil, etc.
16. Each device must only ever be used for its intended purpose. It follows from this, for example, that aerial work platforms cannot be used as cranes and must not be loaded above the defined load-bearing capacity of each platform. The pulling of cables/lines with the device is strictly prohibited.
17. The customer must ensure that, during all operations, all safety regulations are complied with, and that its personnel wear the legally specified personal protective equipment (i.e. hard hat, safety shoes, safety harness, etc.).

IV. Data protection – GPS tracking units

1. Prangl's devices/machines are fitted with mobile data collection devices (GPS tracking units), which enable their location and various technical data to be collected and evaluated. The location of the device, as well as technical operating data and data about the functionality of the device will be used in the event of theft, to prevent misuse and for the purpose of billing enquiries and audits as well as to coordinate the vehicle fleet and fleet management and to administer inspection and maintenance work.
2. Order related customer data will be stored electronically, statistically processed and transmitted internally to employees and, if required, to companies in the Prangl group, whereby the customer will provide consent by signing the contract. The confidential processing of the data in accordance with data protection laws is of course guaranteed. The customer hereby expressly agrees to the collection, processing and use of the personal data they have provided to Prangl for its own marketing purposes towards the customer (e.g. the establishment of a customer file, sending of newsletters and information, etc.). The customer has the right to withdraw this consent at any time with future effect.

V. Liability in the event of damage

1. If during the delivery of an order, damage is caused for which Prangl is responsible, Prangl is liable to the extent provided for under legislation, but if only caused by minor negligence, the level is limited to the insurance cover ceiling in place.
2. Prangl shall not be held liable for any damage the value of which exceeds the scope of insurance cover as defined above, and which is not covered by the existing insurance policy.
3. If damage to Prangl equipment arises or additional costs are incurred by Prangl for which the customer is at fault, the customer is then obliged to reimburse Prangl for all the resulting costs (incl. any subsequent and related costs that may be incurred). For the duration of the device downtime caused by any such failure, the customer must compensate Prangl at the rate of 60 % of the agreed level of remuneration as a lump-sum form of compensation. In addition, a reasonable administration fee will be charged for the additional administrative work involved.
4. If the customer is responsible for damage to a third party, the customer is obliged to compensate that third party for the damage caused. The customer must indemnify and hold harmless Prangl and its employees for any such damage.

5. In the event of delayed deployment of the equipment which is not the fault of Prangl, the customer is not entitled to claim for compensation. The same applies if the device, having been checked for functionality, fails during the period of deployment.
6. Prangl shall not be liable for any financial losses or consequential damage to property. This also applies especially for contractual penalties or the like, which third parties are promised in case of default.
7. The customer must fully indemnify and hold harmless Prangl and its employees from all compensation claims of third parties and redress claims from assembly and transport insurance companies even though the work may have been carried out by Prangl, but where Prangl is not culpable in any respect.
8. In the case of damage caused to third parties by the customer with respect to their material assets, health and risk to life, the customer is fully responsible and liable. Austrian legislation § 1304 ABGB does not apply in such cases. Compensation claims, regardless of their legal foundation, cannot be made against Prangl and its employees. The customer must indemnify and hold harmless Prangl and its employees for any such damage.
9. Prangl's liability for damage of any kind which results from non-compliance with deadlines, non-issue of route permits as well as breakdowns of vehicles and equipment or machinery of any type is excluded.
10. If insurance coverage exists for a case of damage, Prangl employees are indemnified against all personal liability.
11. Where use of equipment leads to damages being incurred by the customer or by a third party, these must also be noted on the service verification document and are also covered by the above exemption.

VI. Force majeure

1. In the event that an act of force majeure causes the device to interrupt its work, the parties are released from their obligations under this contract for the duration of that interruption to work. In the event of an act of force majeure entirely preventing delivery of a service for an extended period, the parties are entitled to terminate the contract. No compensation claims are permitted on either side. Force majeure covers the following events in particular: War, orders from higher authorities, sabotage, strikes and lockouts, natural disasters, geological changes and the impact of these.
2. Each party to the contact is obliged to notify the other party immediately after the occurrence of an act of force majeure, providing full details. Furthermore, the parties to the contract must consult on appropriate measures to adopt.

VII. Conditions of payment

1. The customer undertakes, unless otherwise agreed in writing, to settle the invoice issued by Prangl immediately upon receipt and without deductions. The customer shall not bill counter-claims unless such counter-claims are backed by a court verdict, or expressly recognised by Prangl.
2. Orders for money transfers must be issued in sufficient time for the cash amount already to have been credited to the Prangl account by the due date.
3. In the event of a delay in payment, Prangl is entitled to levy a lump-sum charge of € 40.00 as a reminder fee, as well as penalty interest charges amounting to 9.2 percentage points above the prevailing base rate.
4. In the event of 'qualified' delay in payment, i.e. after a reminder has been sent without action by the customer, Prangl is entitled to withdraw the device(s) from service without prior announcement and to bring forward the payment due on all other receivables, i.e. to make them due for immediate settlement. In such a case, the customer is not entitled to any claims for compensation against Prangl.
5. If, between the tender and the execution, changes in the customer's ability to pay occur or circumstances become known which would place the ability of the customer to pay into question, Prangl is entitled to require payment by instalment or to cancel the order.
6. In the event of insolvency proceedings being opened against the customer, a payment deadline agreed before the opening of the insolvency proceedings is no longer valid. After insolvency proceedings have been opened, Prangl will only supply services against payment in advance.
7. In the event of non-payment, Prangl shall appoint a debt collection agency with the task of collecting unpaid receivables and shall pass on the required details of the customer to enable this action to be taken. In this case of default, the customer undertakes to reimburse for the operating costs of collection agencies in accordance with the regulations of the Federal Ministry of Economic Affairs concerning the fees of collection agencies, BGBl. no. 141/1996.
8. Services are billed by the company named in each order confirmation document. Retroactive re-invoicing does not mean that the date of payment and the original due date are deferred. Prangl is entitled to demand compensation for costs incurred through retrospective invoicing.

VIII. Data protection, place of jurisdiction, other provisions

1. Order related customer data will be stored electronically, statistically processed and transmitted internally to employees and, if required, to companies in the Prangl group, whereby the customer will provide consent by signing the contract. The confidential processing of the data in accordance with the GDPR is of course guaranteed. The customer hereby expressly agrees to the collection, processing and use of the personal data they have provided to Prangl for its own marketing purposes towards the customer (e.g. the establishment of a customer file, sending of newsletters and information, etc.). The customer has the right to withdraw this consent at any time with future effect.
2. Austrian law applies. All disputes must be referred to the court in Vienna responsible for resolution of trade-related issues. Prangl is however also entitled to bring charges against the customer at its head office location. If the order is from abroad, Austrian law always applies.

3. If any provisions of the General Terms & Conditions of Business become invalid for any reason, the remaining provisions shall not be affected. Any ineffective provision must be replaced by a provision that is effective and that can be implemented, the effect of which is as close as possible to the commercial spirit and intention of the ineffective or non-enactable provision. These provisions apply even if loopholes are found to exist in the General Terms & Conditions of Business.
4. Terms and conditions that deviate from these GTCs, as well as amendments and additions, shall be valid only if in writing. The same applies to any waiver of the requirement for written form. Documents sent via fax/email shall be deemed to be in written form. Verbal promises by and verbal agreements with Prangl employees, subcontractors or auxiliary personnel are not binding.