General terms & conditions of business and work

for aerial work platforms, forklifts and other self-driven devices without operating staff

(Dated: July 2025)

I. General

1. Prangl rents equipment without 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.

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. The price quoted for the device only covers the provision of the device itself, and does not include the cost of operating staff or fuel, or any other services, as well as transport to and from the site.
3. The price quoted for a device includes a daily operating period of not more than 9 hours based on a 5-day working week (Mon-Fri). Any usage over and above these times requires prior consultation with Prangl as well as the prior written consent of Prangl, and shall be billed separately. Prangl is to be notified of weekend and bank holiday work in advance and will charge additionally in each case.
4. If Prangl supplies the device to the operating site, the period of usage commences when the device arrives at the operating site, or if supplied at an earlier date by Prangl then from the agreed starting date, ending at the point when the device is supposed to be signed off from active duty. The minimum rental periods defined in the quotation are not affected. When per diem rates are applied, they are billed for every working day commenced. 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. Delivery and removal of the equipment by Prangl billed separately. Prangl must be informed no later than two days in advance of the estimated completed date, to allow Prangl to pick up the device.
5. Downtime days and/or interruptions in service are billed to the customer.
6. The agreed transport price for delivery and collection does not include the process of loading and unloading the transport vehicle, or bringing the equipment into or out of backyards, rooms, etc.
7. When customers collect their own devices, the billable period of operation commences with collection of the device from Prangl and ends when the device is returned to Prangl. When per diem rates are applied, they are billed for every working day commenced. The days of delivery and of return of equipment each count as a full day of service, even if the equipment is not collected until some point later in the day.
8. Prangl must be informed no later than two days in advance of the estimated completed date as well as any changes in the duration of the period of service, to allow Prangl to incorporate the device into its planning. 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. 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.
9. If phased pricing has been agreed, i.e. where rates are dependent upon the length of time in operation, the price discount only comes into play if the device genuinely does get used by the customer for the agreed duration (or longer). In other words, the price discount does not apply if the operating period is shortened. Partial billing is based on the scale charge of phased payments resulting from the billing period.
10. The minimum charge is € 350, unless otherwise agreed.
11. In the event of separate sign-off dates (= end of use), the transport costs will be charged separately for each device in full.
12. Prangl reserves the right to increase the price of orders if increases beyond Prangl's control (e.g. fuel prices, road pricing, etc.) make this necessary.

III. Usage conditions for self-propelled devices without operating staff

1. If the customer collects the device, the collection vehicle must be of a size and payload capability that is appropriate for the device being collected (in acc. with technical data sheet). The customer must provide proper means of securing the load, using appropriate and inspected lashing materials.
2. Whenever Prangl delivers or collects devices to or from the operating site, these can only be delivered or collected up to a point accessible to the transport vehicle. Before collection, devices must be parked in such a way that they can be transported away without additional effort and procedures. Deliveries and collections will be invoiced additionally based on the time and effort involved. The customer bears full liability and costs for damage of any kind caused by improper parking.
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. During the handover, a report is completed that records the condition of the device at the time of handover. When the device is taken back for removal from site, a new record is made of its condition.
5. Upon handover of a device, Prangl, if required, will instruct one or more of the customer's employees in the correct handling of the device. Only those customer employees who have received this instruction from Prangl are permitted to operate the device, and this must also be confirmed to Prangl in writing. A set of operating instructions is handed over together with each device.
6. 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.
7. 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.

8. The customer must inspect the device prior to each new period of operation for any signs of damage or soiling, and where applicable, must report these to Prangl immediately.
9. The customer is obliged to check the diesel fuel, engine oil and hydraulic oil levels and the water level in the battery regularly, and to fill it up if required at their own cost.
10. Whenever faults occur on the device, Prangl must be notified immediately, quoting device number, device type and nature of fault, and all further operation must stop unless otherwise agreed with Prangl on the basis of the nature of the fault at the time of this notification. The customer is liable for damage and costs which result from operator error.
11. If a device provided by Prangl is subject to road-pricing, the customer must ensure that the GO box is set correctly, and must report any defects without delay to the nearest GO sales point and to Prangl. If failure to provide this notification incurs additional costs, the customer shall then be billed for these plus an administration cover charge.
12. 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.
13. 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 also 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. 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.
14. customer employees who operate Prangl devices must be at least 18 years of age, must speak German, hold the legally required operating licence and/or forklift truck driver's licence, and must not during times of device operation be under the influence of drugs, medication or alcohol.
15. 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.
16. 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.
17. All work at tunnel construction sites must be agreed in advance with Prangl.
18. For safety reasons, the customer must meet the costs of ensuring that a properly trained first-aider is available on site.
19. 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.).
20. Outside the construction site area, all transport of self-driven devices must be performed by Prangl or by its appointed agents.
21. The device must be used and transported as carefully as possible . The customer must do everything possible to prevent abnormal levels of wear and tear from arising.
22. The customer is obliged to take precautions to protect the device from falling objects. The customer is also obliged to ensure that the device is suitably covered and protected when engaged in rough work. This applies in particular to painting, welding, oxyacetylene cutting, plastering and cleaning work, working with cement or similar materials, as well as working with acids or other corrosive substances. Spraying and sand-blasting work are expressly prohibited.
23. 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.
24. 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.
25. In the event of damage occurring with or to a Prangl device, the customer is obliged to notify Prangl immediately and in writing.
26. For truck lifting platforms, the police should always be called in the event of a traffic accident.
27. Without the prior written agreement of Prangl, passing the device to other persons or firms, with or without remuneration, is prohibited.
28. The device must be protected from unauthorised usage and from theft, e.g. by locking it away, removing the control panel and removing the key from the mains isolator.
29. The customer is also required to pay for usage if the device is used by third parties (even if this occurs without the customer's knowledge and after the device has been signed off active duty).
30. At the end of the operating period, the customer must restore the device to an orderly condition, cleaned and ready for operation (with a full tank, or in the case of battery-operated devices, fully recharged), and should prepare it for collection at the operating location and/or return it to Prangl.
31. In cases where the device needs to be collected by Prangl at the end of its period of operation, the customer must ensure, until such time as Prangl arrives on site to collect (even if this is a couple of days later) that the device is stored safely and is protected against damage and theft (including by third parties).

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. The customer must ensure that this mobile data logger (GPS tracking unit) will not be damaged or tampered with during operation by its own employees or by third parties, and is not rendered inoperable. All damage of any kind to the mobile data logger device must be reported to Prangl immediately. In the event of the data logger being inoperable for longer than two days, and of the customer not sending any message to this effect, it will at least be assumed that the customer is tolerating this malfunction at Prangl's expense (loss of chargeable items). In such cases the customer would be obliged to pay Prangl a contractual penalty of 20 % of the agreed level of remuneration to cover the length of time that the device remains non-functional.
3. 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.

V. Liability in the event of damage

1. The machine is under the care of the customer from the time it is handed over. The customer must bear the cost of all damages caused by its use. This transfer of risks only ends for the customer when the device is handed back to Prangl. The return of self-driven platforms after working hours is done at the expense and the risk of the customer.
2. The customer is liable for theft, loss and damage (including to machine parts) of/on the machine, as well as for any follow-on down-time of the machine (including to machine parts) caused by the damage or through the theft/loss. In the event of theft, a corresponding police report is required. A copy of this report must be communicated to Prangl without delay.
3. If the device is damaged, the costs of repair shall be billed to the customer. A certified surveyor will be appointed in the event of damage exceeding € 5,000. The assessment costs are billed to the customer. If the device is soiled, the customer shall be liable for the costs of cleaning and/or painting. The invoice will be based on the assessment of a certified surveyor.
4. If the customer is responsible at the end of a period of operation for the device no longer being in an operational condition as a result of damage or theft, the customer is obliged to pay 60 % of the agreed level of remuneration as a lump-sum compensation figure for the duration of the time lost.
5. In the event of damage occurring to the device as a result of improper or unauthorised operation, the costs of restoration shall be billed to the customer. Prangl may stop the machine at any time or remove it from the work site without observing the rental period if the device is used in a way which is non-compliant with the applicable regulations.
6. In the event of the customer, during the operating period, being responsible for causing damage to a third party, the customer is obliged to settle directly with that third party for the cost of any such damage. This also applies to minor damage incidents, even if the device is covered by third-party vehicle insurance.
7. Prangl shall not be liable if the device fails or is not operational during the period of operation. Prangl will however use best endeavours to remedy the problem as rapidly as possible.
8. In the event of non-punctual deployment of the equipment which is not the fault of Prangl, the customer is not entitled to reduce the price or claim for compensation. The same applies if the device, having been checked for functionality, fails during the period of deployment.
9. Prangl's liability for damages of any kind, resulting from non-compliance with deadlines, non-issue of route permits, break-downs of vehicles and equipment or machinery of any type, are excluded.
10. In the event of the device getting damaged by a third party before being returned to Prangl and/or getting collected from its operating site by Prangl, the customer shall be liable to pay compensation for the damage (even if they or their employees were not present at the time that damage occurred to the device). Prangl shall however, when required, assign all claims after the damage incident to the customer to enable the issue to be resolved between the third party and the customer.
11. Prangl recommends taking out machine breakdown and theft insurance or an expansion of the insurance protection of the liability insurance of the customer for the device over the duration of the operation period. Machine breakdown insurance policies typically cover the following risks: Fire, lighting strike, explosion, storm, ice, earthquake, flooding, theft, break-in and theft or robbery.

VI. Termination or rescission of the contract

1. If the customer cancels the order, even partially, three working days before the start of the assignment, a cancellation fee of 10 % of the total order amount plus all costs incurred for services already rendered shall be charged.
2. If the device is already on its way to or at the place of use, 30 % of the total order amount, but at least € 350, will be invoiced plus all costs incurred for services already rendered.
3. In the event of any of the official approvals required for the agreed services not being granted, both parties to contract have the right to rescind the contract and the customer is then obliged to reimburse Prangl for the cost of any services delivered up to that point.

4. Prangl is entitled to rescission and/or premature termination of contract, if the customer fails to honour its obligations despite a later deadline being set or if circumstances arise for which Prangl is not in any way responsible and where this leads to severe difficulties or damage to material assets and/or prompts concerns about injury to people, and if the customer is not able to remedy these circumstances within a reasonable period of time. In such cases, Prangl is not liable in any way whatsoever for any resultant damage.

VII. 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.

VIII. 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, BGBI. 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.

IX. Place of jurisdiction. Other provisions

1. Austrian law applies (with the exclusion of the referral rules of private international law). 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.
2. 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.
3. 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.