General terms & conditions of business and work

for heavy-duty transportation and heavy lifting & moving

(Dated: December 2024)

I. General

1. These General Terms and Conditions apply to all transport and forwarding services provided by Prangl Gesellschaft m.b.H. and its affiliated companies (hereinafter referred to as "Prangl") as the contractor for its contractual partner, hereinafter referred to as the Customer. Prangl performs heavy lifting & moving in particular and heavy duty transportation therefore exclusively under the following terms and conditions, unless otherwise expressly otherwise agreed in writing on a case-by-case basis. Any deviating terms and conditions of the Customer that are not expressly recognised by Prangl (in writing) shall be invalid, even if they are received by Prangl prior to the commencement of the business relationship and if they are not expressly objected to by Prangl. Under no circumstances can the Customer rely on its own general terms and conditions, even if these are contained in orders. No terms and conditions of the Customer that contradict these General Terms and Conditions of Business and Labour and the General Austrian Forwarders' Terms and Conditions (AÖSp) shall apply.
2. The current version of the Prangl General Terms & Conditions of Business can be accessed online at www.prangl.com/terms-and-conditions .
3. Prangl's General Terms and Conditions shall also apply to future business transactions, even if they are not expressly agreed again separately for new business transactions or reference is made to them in any other way. This applies in particular to orders placed verbally, by telephone or by telex. The Customer hereby expressly agrees to this.
4. Representatives or employees acting on behalf of 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. Prangl's offer is based on the consignment data specified by the Customer, currently valid prices, tariffs, exchange ratios and other charges of all parties involved in the transport. Prangl shall strive to provide the agreed services to the agreed deadlines. Stated loading and unloading dates are not delivery times per Art. 19 CMR, but only approximate guidelines / standard transit times and can therefore not be guaranteed by Prangl. Prangl will therefore not accept any claims for exceeding performance deadlines (of any kind whatsoever), nor will it accept any costs for possible consequential damage in the event of delays or late payment surcharges for papers sent late. Liability on the part of Prangl for exceeding loading deadlines/non-compliance with "loading windows" is generally excluded, unless Prangl has failed to meet these deadlines due to "blatant gross negligence".
8. It is expressly agreed that the prices offered and/or agreed by Prangl shall remain stable in value. The consumer price index 2020 published monthly by Statistics Austria or the index replacing it serves as a measure for calculating the stability of value. The starting point for value protection is the index figures of the consumer price index 2020 valid at the time the contract is concluded.
9. Due to the major daily fluctuations in the price of diesel, Prangl's offer is based on the variable average price for diesel fuel per the fuel price published by the Federal Ministry for Climate Protection, Environment, Energy, Mobility, Innovation and Technology (current fuel prices at bmk.gv.at) on the day the offer is made. Prangl therefore reserves the right to charge surcharges due to rising diesel prices. All surcharges mentioned are valid until cancelled and subject to the introduction of further surcharges.

II. Validity of the AÖSp / validity of conventions

1. In addition, the Austrian Freight Forwarders' Standard Terms and Conditions [AÖSp] (with the exception of §§ 39-41 AÖSp) shall apply in the currently valid version, published in the Official Gazette of the Wiener Zeitung 1947/184, last amended by the Official Gazette of the Wiener Zeitung 1993/68 (available on the Internet in English and German at https://www.wko.at/oe/transport-verkehr/spedition-logistik/allgemeine-geschaeftsbedingungen.
2. The Customer declares itself to be a "prohibiting" customer with regard to SVS/RVS insurance per §§ 39 ff AÖSp. The AÖSp also applies in relation to foreign Customers.
3. The agreement of these terms and conditions does not affect the validity of conventions in their respective valid version insofar as their provisions prescribe a deviating regulation, such as the CMR.

III. Price

1. The basis for billing is the net price quoted and/or agreed for the device and/or transport route. The quoted prices are exclusive of VAT at the applicable rate. Services to companies are governed by the recipient location principle. If the legal prerequisites are met, the Reserve 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 on a daily basis. In cases where operating staff are required to stay overnight, the Customer shall pay 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.
4. Working hours at normal hourly rates (including arrival and departure times):

   - MO – TH 07:00 – 16:30
   - FR 07:00 – 11:00

5. Downtime days and/or interruptions in service are billed to the customer.
6. Prangl must be notified in good time of changes to the period of service. 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.

IV. Operating conditions for heavy lifting & moving

1. Prangl carries out the appointed heavy lifting & moving in accordance with the targets specified by the Customer.
2. When an order is awarded, the Customer must define the service to be provided in great detail, in particular in respect of weight, dimensions and the value of the goods to be moved. With regard to special characteristics of the goods, in particular with regard to their value exceeding € 10,- per kilogramme, their nature as hazardous goods or the need for special handling, the Customer shall be obliged to issue a warning.
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 must be informed of any hazardous areas at the site (e.g. power lines, possible falling rocks, etc.) before the start of the operation.
5. 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 charge its full invoice amount. Compensation claims against Prangl are not permitted in the event of authorised termination of operations.
6. 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.
7. Prangl is authorised to employ sub-contractors to carry out an order.
8. In the event of an operation not occurring or being delayed for reasons for which Prangl is not responsible, the Customer must meet the costs of downtime and/or lost time.

V. Operating conditions for heavy duty

1. The transport orders are subject to the CMR – except for orders on account of third parties, for which Prangl provides the Customer a vehicle including driver for any load and instruction of the customer.
2. When an order is awarded, the Customer must define, in particular, the weight, dimensions and value of the goods to be moved. With regard to special characteristics of the goods, in particular with regard to their value exceeding € 10,- per kilogramme, their nature as hazardous goods or the need for special handling, the Customer shall be obliged to issue a warning.
3. An increase in value of the maximum amounts per Art. 24 CMR or a special interest in delivery per Art. 26 CMR cannot be agreed. An agreement on a declaration of value or interests cannot be agreed. Prangl expressly objects to any kind of declaration of value or interest, in particular those that may increase the maximum liability amounts provided for in international agreements. It is expressly stated that any type of disclosure of an order value, value of goods (etc.) – in whatever form (in invoices, orders, delivery notes, offers, etc.) – shall in no case lead to an agreement on a declaration of value or interest, even if no express objection is made by Prangl. It is not possible to agree to increase or waive maximum liability limits that are stipulated in contractual conditions or international agreements.
4. The Customer must provide the goods to be moved in a transportable condition. The Customer is, unless explicitly agreed otherwise, responsible themselves for packing and covering the load as well as loading, stowing, lashing and unloading.
5. Damage caused by circumstances during loading or unloading is the sole responsibility of the Customer; this also applies if the Customer does not have a contractual relationship with the actual shipper/unloader. If loading and unloading is actually carried out by an assistant of Prangl in individual cases, this assistant shall be deemed to be a vicarious agent of the Customer. Responsibility for loading and unloading always lies with the Customer without exception. The Customer must ensure that the load is properly secured, complies with statutory regulations and is also secured and stowed in a manner that is safe for transport and operation. The obligation to secure the load is the sole responsibility of the Customer, even if the goods have been loaded by persons affiliated with Prangl. The Customer assures that the packaging is suitable for transport. The provisions of the AÖSp also expressly apply to such services (packaging services, stowage services, load securing).
6. Any special permits needed by the authorities for the transport must be provided by the Customer and they must implement any necessary safety and closing-off measures. Any necessary approvals, which have been obtained by the Customer, must be submitted to Prangl in copies prior to commencement of operations and given to the driver in the original version.
7. If Prangl must furnish special approvals, safety measures and closing-off work to be billed separately, Prangl accepts no liability for these official approvals being received in time.
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. 2. 3. 4. 5. 6. 7. 8. Nonetheless, as the actual company carrying out work at that location, the customer 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. Prangl is authorised to use subcontractors to carry out the transport, even without obtaining the Customer's prior consent. In this case, Prangl is only liable for the careful selection of the sub-contractor.

VI. Liability in the event of damage

Unless otherwise stipulated in these terms and conditions and unless international transport conventions are mandatory, Prangl's liability is limited as follows:

- Loss, damage to the goods: 2 special drawing rights per kilogramme of damaged or lost goods
- Damage caused by delays, e.g. due to loading time overruns, delivery time overruns: in the amount of the freight
- Other damage: € 5.000,- per claim

In particular, Prangl is exempt from liability if the loss or damage is the result of a particular risk associated with one or more of the following facts:

a. Transport in open vehicles;
b. Missing or defective packaging for goods which, by their nature, are exposed to loss or damage if the packaging is missing or defective;
c. Loading of the goods by the sender or unloading by the recipient;
d. The natural condition of certain goods which exposes them to total or partial loss or damage, especially through breakage and rust;
e. Incorrect, inaccurate or incomplete labelling or numbering of the packages;
f. Carriage to be performed under escort in accordance with the applicable regulations or an agreement between the sender and the carrier included in the consignment note, if the loss or damage has arisen from a danger which the escort was intended to avert.

If Prangl is prevented from fulfilling one, several or all contractual obligations as a result of natural disasters, war, terrorist attacks, riots, lockouts, strikes (e.g. in harbours) or other cases of force majeure (e.g. in ports) or other cases of force majeure and the avoidance of these obstacles is not within Prangl's direct sphere of influence and they cannot be eliminated or circumvented with reasonable economic and/or technical effort (which shall be borne by the Customer), Prangl shall be released from the fulfilment of the contractual obligation(s) affected by the force majeure event for the duration of this event. Cyber (hacker) attacks are a case of force majeure.

If loss or damage to the goods is not externally recognisable, the Customer shall be responsible for proving that the loss or damage occurred during the liability or transport period. Externally recognisable damage must be reported to Prangl in writing immediately upon delivery, externally unrecognisable damage immediately upon discovery, but within 7 days at the latest.

1. Upon request for lifting work, Prangl will take out a transport insurance policy for the goods to be moved. When the customer places a lifting operation order with Prangl, they must also specify the concrete value of the goods to be moved for this purpose. The transport insurance is then taken out with an insurance sum for the specified value of the goods to be moved. If it is subsequently determined that the value of the goods to be moved was higher than that specified by the customer and the transport insurance reduces its payment for this reason due to the underinsurance objection, Prangl's liability also reduces by the same amount.
2. If damage to Prangl equipment arises or additional costs are incurred by Prangl for which the customer is at fault (e.g. by providing incorrect details of weights and dimensions), 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.
3. If the Customer is responsible (e.g. through failing to provide correct details of weights and dimensions) 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.
4. 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.
5. Prangl is in no way liable for financial losses, which are not directly related to damage occurring to the goods to be transported as well as any follow-on damage to the transferred goods. This also applies especially for contractual penalties or the like, which third parties are promised in case of default.
6. 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.
7. 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.
8. 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.
9. If insurance coverage exists for a case of damage, Prangl employees are indemnified against all personal liability.
10. 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.

11. All deadlines, in particular deadlines for complaints and damage assessment, limitations of liability and exclusions of liability shall apply without exception, insofar as this is legally permissible, unless the Customer, authorised party or claimant proves that the damage is attributable to an act or omission by Prangl which was committed either with the intention of causing such damage or recklessly and in the knowledge that such damage would probably occur. The burden of proof for this qualified degree of fault lies with the claimant. Any liability for financial losses and penalties is also excluded. Furthermore, liability is limited to pure property damage and liability is excluded in particular if damage is caused by force majeure, epidemics/pandemics (e.g. Covid-19 etc.), natural disasters, war and civil war or warlike events, strike, lockout, labour unrest, political violence, port and terminal congestion, riots, other events similar to war.), natural disasters, war and civil war or warlike events, strikes, lockouts, labour unrest, political violence, port and terminal congestion, riots, other civil unrest, sabotage, seizure or intervention by higher authorities or official orders or restrictions, or if the damage has been caused by burglary, robbery or other criminal acts by third parties. Liability is also excluded if the transport cannot be carried out due to problems with the rail infrastructure.

VII. Termination or rescission of the contract

1. If the Customer cancels the order placed, even in part, 28 days before the start of the assignment at the latest, a no-fault penalty of 20 % of the order amount plus the costs already incurred for the order shall be payable. Any further claims for damages shall remain unaffected.
2. In all other cases, 80 % of the order amount plus the costs already incurred for the order shall be charged as a no-fault contractual penalty independent of the occurrence of actual damage in the event of withdrawal or of a deadline being cancelled by the Customer. Any further claims for damages shall remain unaffected.
3. In cases where special devices have to be manufactured to carry out an order, these costs shall be invoiced in full to the Customer in the event of that order being cancelled or rescinded.
4. 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.
5. 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.

VIII. 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.

IX. Conditions of payment

1. The Customer undertakes, unless otherwise agreed in writing, to settle the invoice issued by Prangl immediately upon receipt. Under no circumstances shall the Customer be entitled to make freight reductions or to offset counterclaims against Prangl's claims. Without exception, a prohibition of offset and retention shall apply in favour of Prangl. Section 32 AÖSp applies.
2. Prangl is not obliged to provide original transport documents and the Customer may not retain the freight until original transport documents have been provided. Prangl also does not accept any processing fees from the Customer, deductions due to missing original documents or cash discount deductions.
3. Prangl shall have a right of lien and a right of retention to the goods or other items under its control on account of all due and non-due claims to which it is entitled against the Customer under the contract in question. If the Customer does not expressly state the owner of the goods in the consignment note when placing the order, Prangl may assume that the goods are the property of the Customer. The Customer shall be entitled to prohibit the exercise of the lien if it grants Prangl an equivalent means of security (e.g. bank guarantee).
4. Orders for money transfers must be issued by the Customer in sufficient time for the cash amount already to have been credited to the Prangl account by the due date.
5. In the event of a delay in payment, Prangl is entitled to levy a lump-sum charge of € 40,- as a reminder fee, as well as penalty interest charges amounting to 9.2 percentage points above the prevailing base rate.
6. 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.
7. 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.

8. 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.
9. In the event of non-payment, Prangl shall appoint a debt collection agency or a lawyer 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, or the costs of debt collection by the lawyer in accordance with the provisions of the RATG.
10. 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.

X. 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 shall apply to the exclusion of the provisions of IPR. For all disputes between the parties relating to transport services and legal transactions based on these terms and conditions, it is agreed that the competent court for A-1230 Vienna shall have jurisdiction. This also applies to disputes regarding the effective existence of such a contract concluded between the parties. 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. This agreement is also valid without confirmation!