General terms & conditions of business and work

for mobile and loading crane work

(Dated: October 2026)

I. General

1. Prangl performs crane services 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. Prangl shall strive to provide the agreed services to the agreed deadlines. In cases where deadlines have not been agreed as fixed due dates. deadlines are always provisional, thus excluding the possibility of asserting compensation claims due to delayed provision of the service.

8. Prangl offers crane services in two standard service types:

Standard type 1 – Crane deployment
Crane deployment describes the provision of a crane with operating personnel to the customer for the implementation of work in accordance with the instructions and arrangements of the customer.

Standard type 2 – Crane work
Crane work is goods conveyance, in particular the lifting, moving and relocation of loads and/or personnel for work purposes with the aid of a crane and describes the taking over of one or more agreed lifting manoeuvres in accordance with the instructions and arrangements of Prangl as well as the objectives of the customer. These include in particular isolated heavy cargo handling with the aid of a crane.

II. Price

1. The basis for billing is the net price quoted and/or agreed for the device. The quoted prices are plus VAT at the applicable national rate and plus any cash expenses. 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. When per diem rates are applied, they are billed for every working day commenced. 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.
4. Downtime days and/or interruptions in service are billed to the customer.
5. Prangl must be notified in good time of changes to the period of service, broken down by crane class:

• 30 to 95 tonnes	by 10 a.m. at the latest on the confirmed last day of work
• 100 to 230 tonnes	by 2 working days before the confirmed last day of work
• From 235 to 500 tonnes	by 5 working days before the confirmed last day of work
• Mobile construction cranes	by 3 working days before the confirmed last day of work
• Loader cranes	by 10 a.m. at the latest on the confirmed last day of work
• Crawler cranes, lattice boom cranes and telescopic cranes over 500 tonnes	by separate agreement

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.
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.
6. In the case of agreement of flat-rate prices, Prangl is entitled to invoice additional expenses incurred by Prangl in addition to cash expenses actually incurred, if these result from one of the following circumstances for which Prangl is not responsible:

- Delays or postponements in the provision of services, which originate from the customer's sphere
- Changes in the place of fulfilment, the place of installation as well as the time and duration of the development of the order
- Changes in the scope of performance, in particular additional orders
- Deviation of the actual weight or dimensions of the goods to be moved from the original specifications

7. Minimum invoice amount: The order fee is calculated from the time of departure until the return of our devices to the site. In any case, the following minimum charges shall apply based on the crane class:

• 30 to 95 tonnes	minimum charge of 5 hours excluding travel time to and from the site; for assignments lasting several days, the minimum daily charge is 8 hours per day
• 100 to 230 tonnes	minimum charge of 8 hours per day, excluding travel time to and from the site
• From 235 to 500 tonnes	minimum charge of 10 hours per day, excluding travel time to and from the site
• Mobile construction cranes	minimum charge of 8 hours per day, excluding travel time to and from the site
• Loader cranes	minimum charge of 5 hours excluding travel time to and from the site; for assignments lasting several days, the min-imum daily charge is 8 hours per day
• Crawler cranes, lattice boom cranes and telescopic cranes over 500 tonnes	by separate agreement

If cranes in the 65-230 tonne class are used in Vienna and if there is any overnight travel through Vienna, a minimum operation time of 8 hours per day will be billed.

8. 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

9. 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. Conditions of use for service type 1 crane deployment

1. In case of doubt, i.e. if crane work has not been expressly agreed, Prangl is only obliged to provide a crane. In the case of crane deployment, the main service provided by Prangl is the provision of a crane with operating personnel to the customer for the implementation of work in accordance with the instructions and arrangements of the customer. Prangl therefore owes the provision of a suitable crane, which has been tested and is ready for operation in accordance with the relevant legal provisions and the rules of technology. The Contractor is not responsible for slinging the load or for the provision of suitable lashing gear, e.g. slinging chains, ropes, lifting straps, unless this is expressly agreed. Prangl shall only be liable for the personnel provided by them within the framework of the applicable principles of negligent selection of vicarious agents. Prangl therefore owes the provision of a suitable crane operator, who is familiar with the operation of the crane and is authorised to operate the crane in accordance with the relevant legal requirements. The personnel provided may only be deployed in accordance with the agreed qualification for the agreed activity at the agreed place of deployment. Except in the case of obvious incorrectness or incompleteness, Prangl is not obliged to verify or supplement the information to be provided by the customer, in particular with regard to weight, measurements, quantities and other relevant special features of the goods to be lifted.
2. The customer must inform Prangl if additional work equipment is required in addition to the crane and operating personnel. If Prangl provides a crane that has been equipped in accordance with the information provided by the customer and if additional equipment is required or if the crane has to be modified, the customer will be liable for the resultant additional expenditure.
3. The customer must ensure that the personnel provided by Prangl can adhere to the working hours prescribed by law. If the work schedules or other instructions of the customer violate provisions of labour protection law, the customer must compensate Prangl or the assigned personnel for all resulting disadvantages, such as in particular administrative penalties and costs of legal defence.
4. The customer shall be responsible for ensuring that the ground, land and other conditions at the place of deployment as well as the access routes – with the exception of public roads, routes and spaces – allow the job to be carried out properly and safely. The customer must always notify Prangl of any special risks and either eliminate them themselves or have them eliminated. In particular, the customer must provide the information necessary to enable Prangl to adequately assess the special requirements. If the customer is not aware of the special requirements of the ground conditions in the context of a crane operation, the customer must inform Prangl of this. The customer shall procure the requisite approvals from proprietors for access via external plots, private roads, routes and land and release Prangl from the claims of third parties which may arise in conjunction with unauthorised utilisation of external land (e.g. trespass).
5. Liability for untimely deployment is excluded in the event of force majeure, strikes, road blocks and any other unavoidable events unless Prangl could have prevented their consequences by exercising due diligence.
6. Prangl's liability is otherwise limited to the amount of the respective sum insured insofar as this is legally permissible but if only caused by minor negligence. Under no circumstances shall Prangl be liable for contractual penalties or the like that have been promised to third parties in the event of default.

IV. Operating conditions for service type 2 crane work

1. If Prangl expressly undertakes to provide crane work, Prangl will carry out this crane work under its own responsibility in accordance with the target specifications of the customer.

2. When placing the order, the customer must clearly define the service to be provided and provide the dimensions, weights, special properties of the goods to be lifted (e.g. centre of gravity, type of material), the attachment points, required hook height as well as unloading in good time and correctly. Within the scope of their duty to cooperate, the customer shall comprehensively disclose their specialist knowledge as well as information not generally known (together with documents and records) in writing. Information and declarations from third parties which serve to aid the customer in fulfilling their obligations are deemed declarations of the customer themselves.
3. In principle, Prangl is not obliged to inspect the site before the start of the assignment. In the event of ambiguity, the customer must commission Prangl to inspect the place of deployment in order to determine the given circumstances (suitability of access roads, condition of the installation site, etc.).
4. In cases where Prangl does not visit the operating site prior to commencement of work, Prangl is providing the crane solely on the basis of details provided by the customer (working height, boom extension, etc.). In the event of the crane proving unsuitable 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.
5. Within the scope of their duty to cooperate, the customer shall be responsible for ensuring that the ground, land and other conditions at the place of deployment as well as the access routes – with the exception of public roads, routes and spaces – allow the job to be carried out properly and safely. The customer must always notify Prangl of any special risks and either eliminate them themselves or have them eliminated. In particular, the customer must provide the information necessary to enable Prangl to adequately assess the special requirements. If the customer is not aware of the special requirements of the ground conditions in the context of a crane operation, the customer must inform Prangl of this. The customer shall procure the requisite approvals from proprietors for access via external plots, private roads, routes and land and release Prangl from the claims of third parties which may arise in conjunction with unauthorised utilisation of external land (e.g. trespass).
6. Prangl and the crane operator must be informed of any hazardous areas at the place of use (e.g. power lines, possible rockfall, underground shafts, supply lines, cavities, etc., which could impair the stability and operational safety of the crane at the place of use and the access to the same, as well as overhead power lines located in the vicinity of the place of use) before the start of deployment. If the access to the place of use or the parking area cannot be reached or cannot be reached safely due to special weather conditions, Prangl is entitled to charge additional expenses for towing aids etc. in accordance with outlay.
7. Any special properties of the goods (e.g. sensitive / contaminated / hazardous / goods to be qualified as waste) and any special handling instructions must be communicated to Prangl when the contract is concluded and to the crane operator before the start of work. Insofar as the goods to be moved are dangerous goods, the customer shall ensure that all dangerous goods regulations (packaging, declaration, etc.) are observed and fulfilled. If the customer violates these obligations, all damage resulting from improper manipulation shall be borne by the customer.
8. Within the scope of their obligations to cooperate at the operating site, the customer must ensure that the Prangl crane driver has a sufficient number of auxiliary staff available, all of whom are familiar with the work needing to be carried out and advised of the corresponding accident prevention regulations. In all cases, a properly trained first-aider must be available on site. The attachment to the goods being lifted is to be carried out by the customer. Unless otherwise agreed the customer shall also provide the lashing gear.
9. In cases where the customer did not expressly request a banksman from Prangl to attend on site for the crane work to be carried out, the customer is obliged to make their own arrangements to ensure that the Prangl crane driver can count on the on-site support of an appropriately trained banksman. This applies whenever the goods to be lifted during the lifting operation are not continuously visible to the crane driver.
10. Due to the SCC rules and the associated safety standards, the Prangl crane driver 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 deployment time is billable by Prangl to the customer.
11. 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.
12. 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. The Prangl operating staff are 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.
13. The counterweights required for crane operations shall be delivered to site and removed again afterwards by Prangl using appropriate transport vehicles. The additional costs of this shall be billed to the customer on the basis of costs incurred. The same applies to base plates, personnel baskets and similar items.
14. Prangl is authorised to employ sub-contractors to carry out an order.

15. 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. Interruptions due to weather conditions shall in no way reduce the entitlement to payment. In the event of danger to equipment, cargo, personnel and/or third parties, Prangl is also entitled to interrupt the deployment immediately.
16. Following the award of the contract, the customer is not permitted to issue any instruction to personnel provided by Prangl that contravenes the contractual agreements in any way or form or which is contrary to the object of the contract, without prior agreement from Prangl.
17. 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.
18. In the case of lifting work, Prangl will, on request, also take out transport insurance for the goods to be moved at the expense of the customer, providing insurance cover for damage to the goods to be lifted, irrespective of fault. 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.
19. 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. 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. Prangl is entitled to a reasonable reimbursement of expenses for the provision of insurance, collection of the damage amount and other efforts in the handling of insurance claims.
20. 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.
21. Prangl shall not be liable for consequential damages of any kind resulting from failure to meet deadlines or failure to obtain route permits.
22. If insurance coverage exists for a case of damage, Prangl employees are indemnified against all personal liability.
23. 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.

V. Termination or rescission of the contract

1. Prior to commencement of work, in the event of the customer only partially cancelling or reducing the order issued, a cancellation fee amounting to 75 % of the order value shall apply, plus any costs already incurred in relation to that order, subject to the cancellation being made in respect of lifting devices with a crane class of:

• 30 to 95 tonnes	no later than 1 working day (at least 24 hours) before start of work
• 100 to 230 tonnes	no later than 3 working days before start of work
• From 235 to 500 tonnes	no later than 5 working days before start of work
• Mobile construction cranes	no later than 3 working days before start of work
• Loader cranes	no later than 1 working day (at least 24 hours) before start of work
• Crawler cranes, lattice boom cranes and telescopic cranes over 500 tonnes	by separate agreement

   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. The company reserves the right to make claims above and beyond the scope of this.
2. As soon as the crane has left its respective Prangl depot en route to the operating site, the cancellation charge shall apply together with the agreed minimum deployment times plus all costs incurred up to that point for the order.
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 and with the exception of claims for damages, both contractual parties 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. With the exception of claims for damages, Prangl is entitled to rescission and/or premature termination of contract, if the customer fails to honour their 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.

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 effects, epidemics or pandemics, including official measures to contain the epidemic or pandemic.
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, 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.

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 (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.
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.