



General Terms and Conditions of Purchase

of Prangl Gesellschaft m.b.H. and its associated companies
for subcontractors
(aerial work platforms, crane and transport services)

(Date: July 2018)

I. Scope of application

1. These General Terms and Conditions of Purchase apply to all orders placed by Prangl Gesellschaft m.b.H. and its affiliated companies (hereinafter "Prangl") with subcontractors for the provision of work machines or the provision of crane, lifting and/or transport services, unless otherwise expressly agreed in writing. These General Terms and Conditions of Purchase supplement the conditions specified in the respective order. In the event of a contradiction, the terms and conditions of the respective order take precedence over these General Terms and Conditions of Purchase.
2. The current version of these General Terms and Conditions of Purchase at the time the contract is concluded can also be downloaded from the Internet at www.prangl.at.
3. In any case, the execution of the order by the subcontractor implies acceptance of these "General Terms and Conditions of Purchase".
4. Contrary General Terms and Conditions of the subcontractor shall not become contractual items even if presented to Prangl prior to commencement of the business relationship.
5. These "General Terms and Conditions of Purchase" shall also apply to future deliveries by the subcontractor, even if no special reference is made to them when placing the order.

II. Order placement

1. Orders are only binding if they are placed on Prangl's order form and are duly signed. Orders must be confirmed immediately by the subcontractor. If Prangl does not receive the order confirmation from the subcontractor until more than 5 working days after receipt of the order, Prangl is still free to feel bound by the order and thus to have a contract concluded or not.
2. Orders, order confirmations and delivery schedules must be in writing. This also applies to amendments and supplements.

III. Price

1. In case of doubt, the agreed prices are fixed prices plus the statutory value-added tax.
2. For additional services in connection with an order that were not provided for in the order, the same conditions apply as in the original order, unless otherwise agreed in individual cases.

IV. Provision of working machines (without operating personnel)

1. If the subcontractor provides work machines, in particular aerial work platforms, cranes or the like, to Prangl for use, the subcontractor warrants that these devices have been properly maintained and repaired, that these devices have been tested in accordance with the relevant statutory provisions and the applicable technical regulations and that these devices are thus ready for operation and fully operational.
2. Unless expressly agreed otherwise in writing, delivery of the equipment to the place of use is at the subcontractor's risk. Delivery must be made on time so that the units are ready for use on the first day of operation with the start of work.
3. If devices are only available after a delay, the subcontractor shall be liable for all of Prangl's damages resulting from the delay; this also applies to damages (standing times, penalties, etc.) which occur with third parties and for which Prangl is responsible.
4. During the handover, a report is completed that records the condition of every device at the time of handover. When every device is taken back from the site, a new record is made of their removal.
5. During operation the devices are checked by Prangl employees. Oil and fuel are refilled by Prangl at the company's own expense.
6. Should a fault occur that cannot be rectified by Prangl itself on site, Prangl will notify the subcontractor stating the device number, device type and type of fault. In agreement with Prangl, the subcontractor will then immediately take the necessary steps to rectify the fault or arrange for a replacement of the device.
7. If no fault attributable to Prangl led to the malfunction of the device, the (pro rata) claim for payment for the respective device shall lapse until the subcontractor rectifies the malfunction or provides a suitable replacement device on site.
8. Prangl is entitled to operate equipment provided by the subcontractor with its own personnel or to hand these devices over to third parties.
9. The subcontractor must inspect the equipment upon return and notify Prangl immediately, but at the latest within five working days of return, of any damage that goes beyond natural wear and tear and which, in the opinion of the subcontractor, was caused by a fault attributable to Prangl, in order to enable Prangl to inspect the damage promptly.
10. Prangl shall only be liable for damage to the equipment provided, if this is caused by third parties attributable to Prangl or by Prangl itself, if Prangl is culpable. Prangl's liability is limited to material damage. In the event that a device cannot be used again immediately due to damage, Prangl shall not be liable for lost profit; in such a case there shall be no claim against Prangl for the reimbursement of the costs of providing reserve vehicles.
11. In all other respects, the statutory provisions for the return of equipment against payment, in particular §§ 1090 ff ABGB (Austrian Civil Code), shall apply.

V. Provision of crane or lifting services by the subcontractor

1. The subcontractor shall perform the work assigned to him/her within the framework of the assignment independently and on his/her own responsibility, i.e. using his/her own personnel, his/her own devices/machines and his/her own specialist knowledge. The subcontractor will be liable as a contractor for the successful and proper performance of his/her services.
2. Unless expressly agreed otherwise in writing, transport of the equipment/machines to the place of use is at the subcontractor's risk. Delivery must be made on time so that the units are ready for use on the first day of operation with the start of work. The same applies to the subcontractor's personnel.
3. If the subcontractor's devices/machines/employees are delayed in becoming available, the subcontractor shall be liable for all of Prangl's damages resulting from the delay; this also applies to damages (standing times, penalties, etc.) which occur with third parties and for which Prangl is responsible.
4. The subcontractor assures that he/she will only assign those employees for the assignment who are familiar with the crane or lifting work discussed in the course of the order or planned for the assignment. The employees assigned by the subcontractor must both fulfil the required formal qualification (e.g. crane licence, forklift licence, etc.) and have sufficient relevant practical experience from other assignments.
5. The respective employee of the subcontractor on site must be obliged to carry out and document a safety check on the device and in the immediate working area of the device before starting work and to wear work clothes and personal protective equipment (safety shoes, helmet etc.) during the assignment.
6. Unless otherwise expressly agreed, the attachment and removal of lifting tackle on the goods to be moved shall be carried out by the customer of Prangl and at his/her risk.
7. If the subcontractor receives information on the weight and value of the goods to be lifted in the course of the order, the subcontractor acknowledges that, unless expressly assured otherwise, this information is based on the information provided by the customer, which has not been verified by Prangl and cannot be verified by Prangl on a regular basis in advance. When taking out lifting insurance on the basis of these details, it is therefore all the more important to ensure that the insurer's underinsurance objection is excluded.
8. Unless otherwise agreed, Prangl or Prangl's customer shall ensure that the subcontractor's employee has an appropriately trained signaller available at the place of work if necessary. This applies whenever the goods to be lifted during the lifting operation are not continuously visible to the crane driver.

9. If Prangl or the customer expressly or implicitly give expert instructions on work processes in the course of use, this does not release the subcontractor from his/her obligation to critically question such instructions on the basis of his/her own expert knowledge and experience and, if necessary, to terminate or reject the execution of a lifting operation if, based on his/her experience and at his/her discretion during use, it becomes apparent that the execution or continuation of the planned lifting operation entails a disproportionate risk for himself/herself or other persons or goods. This also applies in the event of inclement weather and other acts of force majeure. In such cases, the subcontractor and Prangl shall endeavour to reach a mutually acceptable alternative solution.
10. The subcontractor is in principle liable to Prangl for all damages which he/she or his/her people culpably cause. This applies not only to material damage, but also to any pecuniary loss (including any third-party penalties), insofar as Prangl itself is responsible for such damage. Any limitation of the subcontractor's liability in the case of slight negligence with the sum insured must be expressly agreed with Prangl in each individual case. A limitation of liability provided for in the subcontractor's general terms and conditions is in no instance such an express agreement.
11. In all other respects, the statutory provisions to contracts for work and services, in particular §§ 1 165 ff ABGB, shall apply.

VI. Provision of transport services by the subcontractor

1. If and to the extent that the subcontractor carries out a transport order for Prangl, the subcontractor is also obliged, unless expressly agreed otherwise, to obtain all the permits required for the transport.
2. Deviating from the CMR and other provisions customary in the industry, it is expressly agreed that the subcontractor is liable to Prangl to the same extent as Prangl is liable to its customer. In particular, the limitations of liability according to CMR do not apply to those transports that the subcontractor carries out for Prangl.
3. If the subcontractor receives information on the weight and value of the goods to be transported in the course of the order, the subcontractor acknowledges that, unless expressly assured otherwise, this information is based on the information provided by the customer, which has not been verified by Prangl and cannot be verified by Prangl on a regular basis in advance. When taking out transport insurance on the basis of these details, it is therefore all the more important to ensure that the insurer's underinsurance objection is excluded.
4. The subcontractor is in principle liable to Prangl for all damages which he/she or his/her people culpably cause. This applies not only to material damage, but also to any pecuniary loss (including any third-party penalties), insofar as Prangl itself is responsible for such damage. Any limitation of the subcontractor's liability in the case of slight negligence with the sum insured must be expressly agreed with Prangl in each individual case. A limitation of liability provided for in the subcontractor's general terms and conditions is in no instance such an express agreement.
5. In all other respects, the statutory provisions apply to freight contracts, in particular §§ 425ff UGB (Austrian Commercial Code) and CMR.

VII. Provision of accompanying services by the subcontractor

1. If the subcontractor provides accompanying services in the course of a transport assignment for Prangl, it must be ensured between the driver of the transport vehicle and that of the accompanying vehicle(s) before departure that sufficient communication is guaranteed during the journey. This must also be subsequently guaranteed throughout the entire journey.
2. The subcontractor must ensure that all statutory regulations and any special requirements to be observed in individual cases are complied with in the permit notice during the journey.
3. In addition to purely safeguarding the traffic to the front or rear, the subcontractor is also obliged to support the driver of the vehicle to be accompanied as a signaller at critical points on the road (e.g. roundabouts).
4. The subcontractor is in principle liable to Prangl for all damages which he/she or his/her people culpably cause. This applies not only to material damage, but also to any pecuniary loss (including any third-party penalties), insofar as Prangl itself is responsible for such damage. Any limitation of the subcontractor's liability in the case of slight negligence with the sum insured must be expressly agreed with Prangl in each individual case. A limitation of liability provided for in the subcontractor's general terms and conditions is in no instance such an express agreement.
5. In all other respects, the statutory provisions to contracts for work and services, in particular §§ 1 165 ff ABGB, shall apply.

VIII. Obligations of the subcontractor with regard to his/her personnel

1. The subcontractor shall be obliged to notify Prangl of a competent contact person prior to the execution of the order, who can be contacted for rapid problem solving and information both in the run-up to the service and during its execution. Prangl must be informed of changes to the contact person (e.g. representative during leave periods) in good time.
2. The subcontractor undertakes to use only those employees who have both the necessary professional qualifications and sufficient experience for the respective assignment to fulfil their duties under the contract with Prangl. The respective employees must be able, both on a cultural and linguistic level, to coordinate and communicate with Prangl employees and other companies on site. If this is not the case, Prangl is entitled to require the subcontractor to appoint another employee, whereby any additional costs or damages resulting from this shall be borne by the subcontractor; this also applies to damages (standing times, penalties, etc.) incurred by third parties and for which Prangl is responsible.
3. According to Prangl's will and understanding, the subcontractor provides an independent and clearly delimitable (partial) service within the framework of the execution of the respective order, for the success of which the subcontractor is independently responsible. The subcontractor remains fully authorised and obliged to give instructions to his/her employees throughout the entire assignment. Accordingly, the subcontractor must also ensure compliance with labour law regulations (working hours and remuneration; employee protection, etc.) for his/her employees, also taking into account

any coordination obligations of the companies involved at the place of work. The subcontractor must also ensure that the special safety regulations are observed by his/her employees on site. Prangl will ensure that such special safety regulations are made known to the subcontractor in good time.

4. Notwithstanding the sole responsibility of the subcontractor for his/her employees, the subcontractor also assures Prangl that the subcontractor will pay his/her employees in accordance with the statutory, collective, company or individual contractual provisions and the taxes, levies and social security contributions incurred in connection therewith, insofar as this is the subcontractor's responsibility.
5. The subcontractor shall also ensure that the employees employed by him/her have the necessary labour market permits to operate at the respective place of work. If a permit is not available and a delay or any other disadvantage occurs as a result, the subcontractor is liable for all resulting damages; this also applies to damages (standing times, penalties, etc.) which occur with third parties and for which Prangl is responsible.
6. Upon Prangl's request in individual cases, the subcontractor must make the wage and salary relevant documents of the employees employed by the subcontractor, including proof of taxes, duties and social security contributions paid and proof that these employees may work at the place of work, available without delay; this directly to the intervening authority if necessary. Where required by law, such documents must also be kept available on site by the subcontractor.
7. The above points concerning the personnel employed shall apply both to employees directly employed by the subcontractor and to all other employees who, for whatever legal reason, work for the subcontractor upon fulfilment of the contract with Prangl.

IX. Commercial authorisation of the subcontractor

The subcontractor assures that he is entitled to provide the service offered by him for Prangl in accordance with the Austrian trade and industry ordinance and all other relevant legal regulations. In individual cases, the subcontractor is obliged to prove this to Prangl upon specific request.

X. Insurance

1. If the subcontractor gives Prangl responsibility for the use of machinery, in particular aerial work platforms, cranes or the like, he/she undertakes to take out machinery breakdown insurance in his/her own name and for his/her own account for Prangl, whereby any recourse of the insurance against Prangl must be limited to intent and any excess must be clarified with Prangl in advance.
2. If the subcontractor provides crane or lifting services for Prangl, the subcontractor guarantees that he/she is covered under his/her business liability insurance, which covers material and financial losses of up to EUR 5 million (five million) per claim. This must be proven by presenting the insurance policy at Prangl's request. Should the insurance cover be lower, the subcontractor must point this out before accepting the order and in individual cases agree with Prangl whether or not the crane or lifting services should be performed by the subcontractor despite lower insurance cover.
3. If the subcontractor provides transport services for Prangl, the subcontractor guarantees that he/she is covered under his/her business liability insurance and/or transport insurance, which covers material and financial losses of up to EUR 5 million (five million) per claim. This must be proven by presenting the insurance policy at Prangl's request. Should the insurance cover be lower, the subcontractor must point this out before accepting the order and in individual cases agree with Prangl whether or not the transport services should be performed by the subcontractor despite lower insurance cover. When taking out special transport insurance in individual cases, the subcontractor must expressly agree with his/her insurer that the insurer waives the objection of underinsurance.

XI. Billing

1. The basis for the invoicing of services rendered shall be the counter notes or work time records confirmed by the responsible Prangl employees, which are to be attached to the invoices. The respective Prangl order number must also be stated in the invoice.
2. The submission of an invoice corresponding to all the formal requirements of UStG 1994 (Austrian VAT Act) and the order including these "General Terms and Conditions of Purchase" is a prerequisite for the due date.
3. Invoices for partial deliveries must be clearly marked as "partial invoices".
4. In the event that the services of the subcontractor are to be regarded as partial or complete transfer of construction services within the meaning of § 19a para 1a UStG 1994, the subcontractor acknowledges that his/her invoice, insofar as it is subject to Austrian tax and social insurance law, is only payable to him/her in full if he/she is included in the complete list of companies exempt from liability (HFU complete list) at the time of payment of the remuneration for work. Otherwise Prangl is entitled according to the relevant legal regulations (§ 67a para 3 ASVG (Austrian General Social Security Act) and § 82a EStG (Austrian Income Tax Act)) to transfer the legally provided share of the invoice amount to the public authorities (service centre) and to pay only the remaining amount to the subcontractor. If in cases with a foreign connection the legal system to be observed provides for comparable regulations, this provision shall apply mutatis mutandis in such cases.
5. Claims by the subcontractor against Prangl may not be assigned to third parties (prohibition of assignment), unless Prangl agrees to an assignment in writing.
6. Prangl is entitled to offset its own claims against claims by the subcontractor. Conversely, the subcontractor is not entitled to offset his/her own claims against claims by Prangl.
7. The subcontractor is obliged to immediately notify Prangl in writing of any changes in the company name or address as well as the bank details.

XII. Payment

1. Unless otherwise agreed, payments shall be made within 14 days after proper invoicing with 3% discount or 30 days net from receipt of invoice.
2. Prangl is entitled to withhold payment in whole or in part until defects in the service have been remedied.
3. Payments by Prangl do not constitute recognition of the services as being in accordance with the contract.

XIII. Order documentation

Any drawings, drafts and documents made available to the subcontractor by Prangl in the course of the contractual relationship remain the property of Prangl and may not be used elsewhere. They are to be returned to Prangl after the service has been rendered without request.

XIV. Secrecy

The subcontractor shall keep details of the transactions concluded with Prangl – such as prices, type and number of devices made available – secret, especially from Prangl's competitors.

XV. Partial invalidity

Should any provision of these "General Terms and Conditions of Purchase" be or become invalid for any reason whatsoever, this shall not affect the validity of the remaining provisions. In this case, the regulation that most closely corresponds to the original purpose from an economic point of view shall apply.

XVI. Applicable law, place of jurisdiction

Austrian law shall apply with the exception of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of private international law. For any disputes arising from or in connection with the orders, the exclusive jurisdiction of the competent commercial court in Vienna is agreed.