



Terms and conditions - Rental Group Crane AS

Purpose

The following rental conditions regulate the rental of tower cranes and related equipment from Rental Group Crane AS (RGC) and apply unless otherwise agreed in writing between the parties. All prices are exclusive of VAT.

Rental Period

The rental period is agreed upon in writing, preferably 60 days before assembly. If the contract is canceled, the renter will be charged two months' rent. If the rental start date is delayed, the rental period will still commence from the agreed start date. Changes to the rental period must be agreed upon in writing at least four weeks before the original end date. The rental period for the crane begins when the crane arrives at the customer's site and continues until it is removed from the site, unless otherwise agreed in advance.

Specifications

RGC reserves the right to make technical specifications indicative. The order confirmation governs the agreement.

Offers

Rental offers for cranes are considered indicative until a written order confirmation is signed by both parties.

Rental Price

RGC rental prices are based on regular working hours: 8 hours per day, 40 hours per week. If usage exceeds standard working hours, prices must be agreed upon on a case-by-case basis. Assembly, disassembly, and service work are based on weekday daytime work unless otherwise specifically agreed.

Any errors or deficiencies must be reported in writing within two days of the crane's operation. If the lessor does not receive such a written notice, the crane is considered delivered without defects upon completion by the assembly supervisor.

Additional Work

If there are changes in the assumptions of this agreement not fulfilled by the renter, RGC may invoice all additional costs incurred. This includes changes in hook heights, foundation conditions, start times, and rigging conditions.

Payment Terms

Rent is invoiced in advance on the first of each month, with payment due within 30 days. Late payments will incur interest as per the Late Payment Interest Act.

Subleasing

Subleasing of cranes is only permitted with written consent from the lessor.

Assembly/Disassembly

This is governed by the order confirmation. Invoicing for assembly/disassembly is conducted separately from the rental invoice and is issued immediately after the completion of assembly/disassembly. If a fixed price is agreed upon for assembly/disassembly, 50% will be invoiced upon assembly and the remaining 50% upon disassembly. Delays caused by interruptions during assembly/disassembly due to wind conditions are not the responsibility of RGC.

Transport

Transport is regulated by the order confirmation or may be included in the fixed price for assembly/disassembly.

Foundations and Ground Conditions

The renter is responsible for ensuring that the ground conditions are sufficient and have the necessary load-bearing capacity for both the tower crane and the mobile crane used for assembly/disassembly. RGC will provide foundation load specifications for the relevant crane setup. The renter must submit a signed foundation confirmation three days before the start of assembly.

Power Supply

The renter is responsible for providing the necessary power supply to the crane, as well as connecting and disconnecting the power. Required voltage and power capacity are specified in the order confirmation. The crane must be grounded at the base by the renter.

Additional Equipment

The need for additional equipment not specified in the order confirmation must be ordered in writing, with prices agreed upon before delivery.

Accessibility

The renter must ensure accessibility for mobile cranes and transport vehicles to the crane foundation. A bearing layer capable of supporting an axle load of 12 tons is required.

Documentation must confirm that the ground can handle the specified support pressures for the mobile crane. Accessibility must be maintained throughout the construction period to allow for repairs, if needed. Costs related to street closures, signage changes, etc., during assembly/disassembly are borne by the renter.

Renter's Use of the Crane

The crane must only be used for its intended purpose and in compliance with the Norwegian Labor Inspection Authority's operational regulations. This must align with RGC's requirements for operation and maintenance. Documented training in the use and maintenance of the crane will be provided during handover. Additional training will be invoiced based on time spent.

Maintenance

Daily inspection and maintenance are the renter's responsibility. Daily lubrication and maintenance must follow the instructions provided in the manual. A logbook for crane use, including a service log provided by RGC, must be maintained by the renter and be available for inspection during the rental period. The logbook must be returned at the end of the rental period.

Repairs

The renter is responsible for damages and wear caused by improper use, lack of maintenance, or negligence. The renter will be charged for repair costs incurred as a result, in accordance with RGC's price list and replacement part costs.

Cleaning

Upon returning the crane, the renter must ensure that the crane operator's cabin is cleaned and tidy. RGC documents the condition of the crane at the time of delivery. If discrepancies are found upon return, repair and cleaning costs will be invoiced separately.

Instruction Manuals

Instruction manuals provided with the crane must be returned along with the crane. If the manuals are not returned, RGC will invoice replacement costs for new manuals.

Insurance

RGC provides the crane fully certified and inspected in accordance with government regulations. RGC holds the following insurances:

Liability insurance covering legal liability for its operations as a supplier, lessor, and assembler of the equipment, limited to 150 times the Norwegian National Insurance Scheme's base amount (G). Occupational injury insurance for its personnel in accordance with Norwegian law. Property insurance covering damage to the equipment until the crane is fully assembled at the agreed location (the start of the rental period).

The renter must have the following insurances as a minimum:

General liability insurance covering the renter's business activities, including crane operations. Occupational injury insurance for the renter's personnel and operators of the rental equipment, in accordance with Norwegian law. Property insurance on "all-risk" terms covering all damages (external and internal) to the rental equipment/crane during the rental period.

Disclaimer:

RGC is not liable under any circumstances for consequential damages caused by operational downtime, even if the cause is attributable to RGC.

Renter's Responsibility

The renter is responsible for all damages occurring during the rental period and the use of the rental equipment. This includes: Property damage to the rental equipment. Damage to third parties. Damage to goods being lifted or transported by the rental equipment.

Ownership of the Crane

The crane is leased to the lessor and remains the property of the leasing company (LS). This agreement is considered a sublease agreement. If the LS terminates the leasing agreement with the lessor, the LS has the right to terminate this agreement and demand that the equipment be returned to the LS or its designee. Alternatively, the LS may assume the lessor's rights under this agreement. The LS does not assume any of the lessor's obligations under this agreement. Any claims or objections the renter has under this agreement or otherwise against the lessor cannot be asserted against the LS.