

Special Terms and Conditions of Felbermayr Transport- und Hebetchnik GmbH & Co KG

for work platforms and fork lifts

Last update 12/2007

1. General Stipulations:

- 1.1. The Client is not permitted to transfer the equipment in any way, unless the Contractor has already provided prior written approval of this. The Client is liable to the Contractor for any use or service of the equipment by a third party.
- 1.2. Offsetting our demands with contested or invalid counter claims is not permitted.
- 1.3. Only people, over 18 years of age, in possession of the legally required driving license or forklift license, clean from the influence of drugs, medication and alcohol during the time of operation who have received an induction are permitted to operate the equipment
- 1.4. In the case of self-driving truck work platforms, attention must be paid to the passage height.
- 1.5. These Conditions are supplemented by the General Business Conditions of Felbermayr Transport- und Hebetchnik GmbH & Co KG.

2. Start of Contract, Length of Contract, End of Contract:

- 2.1. The Client must ensure that suitable operating personnel are available for training and operation. Should the equipment be unable to be operated due to the weather conditions or special reasons not represented by the Contractor, this falls into the sphere of the Client and cannot be charged to the Contractor.
- 2.2. The Client is obligated to notify the Contractor in writing one day before the end of the contract of the completion of works in order to facilitate the hand-back of the equipment. The Client is also obligated to make the equipment ready for collection.
- 2.3. The equipment must be returned at the agreed location in the presence of the Client or an authorised Representative.
- 2.4. If not agreed otherwise, the equipment is only available for use from Monday to Friday. The maximum daily time for operation amounts to 9 hours (period from 7:00 a.m. to 17:00 p.m.). For shift work in one or two stages a prior written consent shall be required.

3. Liability of the Client:

- 3.1. With the take-over and the signing of the hand-over protocol by the Client or his Representative, any danger of accidents with regards to the equipment is transferred to the Client.
- 3.2. The Client takes over complete liability and warranty for the handed-over equipment. This liability includes all damage to persons, the equipment and any other special damage caused by the equipment.
- 3.3. The equipment is not insured against theft and, even in the case of correct safekeeping, the Client is liable for any theft or damage caused by third parties as well as losses incurred by the Contractor through the theft or damage of the equipment. The equipment must be secured against unauthorised operation at all times.
- 3.4. Furthermore, the Client is liable for all damage, which he or his employees cause to the machine, and all machine downtimes arising from this damage.
- 3.5. The Contractor recommends expanding the Client's liability insurance to cover the hired equipment during the length of the hire. The Client is also liable for damage caused by him or operating personnel through the use of third party equipment.

4. Conditions of Use:

- 4.1. The Client is obligated to use the equipment in a careful way, to protect it from overexposure and to observe all legal provisions, connected with the possession, use or maintenance of machine and fittings. If the equipment becomes dirty, the Client shall bear the cleaning costs as well as the loss of income caused to the Contractor because of this.

- 4.2. The Contractor shall instruct one or several employees of the Client in the handling of the machine during the hand-over. The Client must ensure that only skilled personnel who have been instructed by the Contractor operate the machine.
- 4.3. The equipment must only be used in accordance with instructions. In particular, work platforms and teleforklifts in work tray operation must not be put under strain as a lifting crane and strained over the determined platform weight. Pulling lines with work platforms and teleforklifts in work tray operation is forbidden. Sand jet and spray jet work near the accepted machines is absolutely forbidden. Impurities and damage must be avoided as far as possible. When carrying out abrasive work, the equipment must be sufficiently covered and protected. Charges will be made for any cleaning costs arising through impurities as well as any damage to the tyres.
- 4.4. Depending on the type of equipment, the Client is obligated to check the engine oil and cooling fluid levels, and the water level of the battery every day. The Client is also obligated to check the hydraulic oil level each day irrespective of what type of equipment is hired. If required, low amounts should be supplemented with suitable operating fluids at the cost of the Client. In addition, the air filter must be checked each day in diesel-operated equipment and, if required, cleaned. The Client is liable for any damage caused through the use of unsuitable operating fluids, air filters or lack of operating fluids. Fuel, which is not replaced by the Client, will be supplemented on return to the Contractor and charged to the Client.
- 4.5. The Contractor must be immediately informed of any faults or arising damage to the equipment by providing the equipment number, equipment type and the type of fault.
- 4.6. The Client is responsible for making sure that the work equipment is only erected at locations suitable for use. The Client is solely responsible for the statics and ground conditions as well as the field of application.
- 4.7. Downtimes, caused by improper use of the equipment, are the responsibility of the Client. We will charge for any additionally required training sessions.
- 4.8. If the work equipment is not handed over on time, for a reason not caused by and not to be blamed on the Contractor, then the Client is not entitled to claim any compensation. The same applies if the machine, despite being checked for functionality, breaks down during use.
- 4.9. The Contractor's liability is limited to gross negligence and intent. There is no entitlement to claims for any liabilities exceeding this.
- 4.10. Risk handover from the Client back to the Contractor only takes place when the equipment has been properly handed back and the hand-back protocol has been signed.
- 4.11. In case of outdoor operation, the maximum permissible wind speeds must be complied with. Operation must immediately cease if the permissible wind speeds are exceeded.
- 4.12. Operation of the equipment is only permissible if carried out in compliance with the safety conditions.

5. Payment, jurisdiction and cancellation:

Unless otherwise arranged in writing, our invoices shall be due for payment upon receipt and without deduction. Set-offs with counterclaims of any kind shall not be permissible, unless these claims were already established with legal effect at the time of set-off. The place of payment and fulfilment for both parties shall be the Contractor's head office. The court competent in rem in Wels, Upper Austria, shall be agreed to have jurisdiction, whereby Austrian formal and material law shall also apply to all foreign orders. Should the Principal cancel an order, even if only in part, before the Contractor commences work, the Principal shall recompense the Contractor for 10% of the order's total - but at least EUR 1,100.00. The Contractor reserves the right to assert further claims.