



## AHK 18 - General Rental Provisions for Cranes

These general provisions shall apply to agreements for rental and work with cranes. The provisions apply to rental of operated or non-operated stationary cranes provided by the rental company and for the rental of operated mobile cranes provided by the rental company.

The provisions are issued by the Swedish Mobile Crane Association and have been formulated in cooperation with contractors in the construction industry and take effect on May 1, 2018.

### 1. TERMINOLOGY

For the purposes of these provisions, the following terminology and definitions apply:

#### 1.1 WORK

All forms of work including set-up, inspections, training, etc. within the assignment and all related transportation.

#### 1.2 AGREEMENT/CONTRACT

Any verbal or written agreement (signed contract, settlement protocol, purchase order, order confirmation tender/acceptance, call-off) for the execution of work or rental.

#### 1.3 CLIENT

The party that has ordered a crane or crane work, or the party that will pay for the crane or crane work or another party that orders work to be carried out at the worksite.

#### 1.4 RENTAL COMPANY

The party that supplies the crane and is to perform work at the worksite following the tender, receipt of an order or other supporting documentation.

For operated **mobile cranes**, for operated or non-operated **stationary cranes**.

#### 1.5 RENTAL ITEM

A **stationary crane** is normally a tower crane, attached or permanently fixed, that is assembled, erected and controlled by the rental company on site. A **mobile crane** is a type of telescopic crane, crawler crane or a truck mounted crane.

#### 1.6 TIME OF COMMISSIONING

The agreed time when the crane is rigged and ready for operation, has an electrical connection if applicable, has the operator provided by the party on site and has been inspected.

#### 1.7 RECURRING BILLING

A contract under which the rental company receives compensation based on the agreed hourly, daily or monthly billing charges exclusive of VAT.

#### 1.8 FIXED-RATE BILLING

A contract under which the rental company is to perform a work task that is clearly and unambiguously defined by the client, at a fixed rate agreed by the parties and exclusive of VAT.

#### 1.9 EXTRAS

Additional work beyond the original work ordered.



## 2. GENERAL PROVISIONS

**2.1** The provisions apply between the parties, the client and the rental company, and are supplemented by the parties rental agreement. The provisions apply without modifications or additions unless otherwise agreed in writing between the parties.

**2.2** The provisions apply to all rental items, associated components, and work as agreed between the parties, and require that each party use the rental item in accordance with applicable instructions and provisions as well as manufacturer and statutory requirements. The rental item may not be used in such a way as to jeopardize the rental company's right of ownership. The client must keep the rental item available for inspections and maintenance during normal working hours.

**2.3** The tender submitted by the rental company is binding for 30 days unless otherwise agreed separately.

**2.4** A binding agreement between the parties is considered concluded when the rental company verbally or in writing has notified the client that a rental or work can be carried out.

**2.5** If the project requires specific training of personnel, the client is liable for any applicable expenses, such as wage costs or additional remuneration to personnel.

**2.6** The party that provides any information, research data or technical solution that constitutes the basis for assessing the nature and scope of the work is responsible for its correctness and completeness, in accordance with paragraphs 5 to 7. A party is entitled to compensation for disruptions and additional costs due to any false or incomplete information provided by the counterparty. A party is entitled to cease work if it determines that the work cannot be carried out in an acceptable manner on the basis of this information. In the event of a substantial deviation, a party is also entitled to terminate the contract in accordance with section 10.3.

**2.7** The rental company is entitled to compensation for the costs incurred because of interruptions, obstructions, delays or other disturbances beyond its control during assembly/disassembly or execution of the work. The rental company is entitled to adjust charges in the event that unforeseen costs emerge after the contract is concluded. Such costs may arise in connection with modifications to the order, uncertainties or ambiguities regarding the client's request with respect to paragraph 5, or taxes and government decisions that are not covered by the agreed charge.

**2.8** When the contract is concluded, the rental company is entitled to request that the client provide collateral or other adequate security corresponding to the agreed charge specified in the rental company's quotation for each crane or piece of equipment.

**2.9** The client is responsible for ensuring that what is to be lifted is sufficiently packaged and protected against the weather and other risks in order to avoid damage during lifting. The designated lifting points, attachments, lifting eyes or other lifting accessories fitted to the item to be lifted must comply with manufacturer and authority requirements. If the rental company with provided operator believes that the working conditions are not satisfactory, it is entitled to cease work. The rental company also reserves the right to take the necessary measures on the client's behalf.

## 3. RENTAL SCOPE FOR RECURRING BILLING

**3.1** In all projects for which the parties have not reached a special agreement concerning billing, charges must be billed by the hour, day or month in accordance with these provisions. Recurrent billing for crane rentals covers the cranes ordered including equipment under the contract, as well as administrative costs and fees.

**3.2 Mobile cranes are rented** at the hourly rates stated in the rental company's price list, if not otherwise agreed, and are subject to payment in accordance with sections 2.5 through



2.7. Crane rental includes the costs of crane operators, fuel and lubricants, as well as costs resulting from normal wear and tear. The rental period is defined as the time the crane leaves the rental company's depot or other agreed location up to and including the time the crane returns to the agreed location. A part of an hour counts as a full hour. The minimum rental period is three hours.

**3.3 Stationary cranes are rented** at the daily rental rate stated in the quotation. The rental period must be agreed in writing. The agreed daily rental rate is the rental charge per rental item and day. For partial-day rentals, the rental equipment is billed for the entire day. If the rental item is used for more than a shift of eight hours, an additional charge will be billed as stated in the rental company's quotation. Because a stationary crane can be rented with an operator, the costs of the operator are stated separately and are billed in accordance with the current contract.

**3.4** There is no charge on Saturdays, Sundays, the eves of public holidays and public holidays if the equipment is not in use. However, rent is charged for all rental items during vacation periods and other similar leaves, unless otherwise agreed. In the event of downtime caused by the weather, the rental charge is not reduced. For a description of the downtime for which the rental company is liable, see section 11.2.

**3.5** Additional costs are charged in accordance with the rental company's price list or verified expenses, including administrative expenses and fees, or in accordance with other billing forms agreed between the parties. This includes the costs of:

- a) Transportation, loading and unloading of ordered equipment, for example the transportation of counterweights and lifting accessories
- b) Ordered equipment, for example lifting accessories such as chains, lifting yokes, concrete buckets, test weights
- c) Required escort and extra personnel
- d) Supplemental wages for personnel, such as overtime pay, shift allowances, per diems, and travel and accommodation costs
- e) Provisioning and decommissioning of rental items and personnel as well as expenses beyond normal wear and tear
- f) Necessary permits and inspections.

#### **4. RENTAL SCOPE FOR FIXED-RATE BILLING**

**4.1** The rental company bills the following costs at a fixed rate:

- a) All costs associated with the crane, including equipment used in the work and required additional equipment ordered by the client
- b) The costs of fuel and lubricants, as well as costs resulting from normal wear and tear
- c) The costs of transporting the crane and equipment, escorts, any escort vehicle, and loading and unloading
- d) All payroll costs for the rental company's operator
- e) Administrative costs and fees
- f) Costs due to foreseeable statutory requirements, such as transport and erection permits.

**4.2** Compensation for costs in addition to those in section 4.1 is regulated in accordance with the provisions of paragraph 3. This also includes the additional costs stated in section 4.1 relating to whether the client's request was unclear or ambiguous as regarding the nature and scope of the project, in accordance with paragraph 2.



## 5. CLIENT RESPONSIBILITIES

**5.1** The client must, in good time prior to commencing work, provide the rental company with the information necessary to plan and execute the work. For long-term projects, the information should be updated as necessary. The following information must normally be submitted:

- a) The client's contact information, such as name, phone number, project number, project site address, email address, billing address and any other information the client believes the rental company needs. The client is jointly and severally liable for payments made by another party for the project referred to in paragraph 8.
- b) Owner and recipient of the rental items
- c) The site where the work will be performed, the location for erecting the machinery and fuel, and the unloading location
- d) The type, value, weight, center of gravity, size (length, width, height) and lift height of the rental item
- e) The time when work is to begin
- f) Whether special insurance is required
- g) Whether there are particular obstacles, hazards or conditions that present a possible hindrance during transport or lifting, for example wires, cables, booms, bridges or narrow passages or other obstacles or circumstances that could cause difficulties during transport, unloading and erection of the crane or when work is performed
- h) Whether there is a need for special equipment, extra work, aides, signalmen or other extras
- i) The name of the coordinator and the applicable rules at the worksite.

**5.2** The client is responsible for obtaining the necessary permits for erecting and removing the crane, such as building permits and air navigation obstacles, and is liable for any additional costs for complying with regulatory requirements as a result. The client is responsible for ensuring that designated roads, lifting sites and set-up locations are accessible, have sufficient load-bearing capacity and are otherwise fit for executing the project. The client indicates the areas within the worksite where the rental item may be transported, erected and stored.

**5.3** The client is responsible for providing the permits and calculations that are necessary for executing the work, for example the strain on building parts, alterations in the construct of the building or facility, estimated sizing, as well as the strength/stability of the foundation or in the construction that the crane is erected on or set into.

**5.4** The client is responsible for developing a health and safety assessment for the project. Crane-related incident and accident reports must be submitted to the rental company.

**5.5** If the work requires the assistance of aides for slinging, rigging, cordoning, signaling, etc., then it is the responsibility of the client to provide personnel with adequate skills for the tasks they will perform. Any personnel who is slinging a load must have documented theoretical and practical training in the safe operation of the equipment.

**5.6** The client must provide, free of charge, space in existing personnel cabins or the like for the rental company's staff.

## 6. RESPONSIBILITIES FOR MOBILE CRANE RENTAL

**6.1** The rental company has the following responsibilities:

- a) At the request of the client, provide information about the crane's operating range, axle weight, supporting leg pressure, total weight, height, maximum lift height and other technical information.



- b) Ensure that the crane and related equipment and accessories are in good working order, comply with applicable health and safety requirements and have a valid certificate of inspection.
- c) Ensure that the crane is operated by skilled, trained personnel in accordance with manufacturer and statutory requirements and that the work is done according to professional standards.
- d) Ensure that the operator performs a general risk assessment on the work note or equivalent, as well as follows the designated job preparation according to the client's instructions.
- e) Ensure that the operator follows the client's communication instructions.

**6.2** For complicated lifting procedures, each party must, within its areas of responsibility, pay special attention to soil conditions, barriers, risk assessments for lifting devices, obstacles, etc. within the work area.

**6.3** If the rental company's professional assessment is that a larger or different type of crane is required for the work than what was ordered or indicated from the information provided, then the client must pay the rental company for all additional costs in accordance with sections 2.6 and 2.7, including waiting times and lost profits for the ordered crane. The rental company must perform the work only under the condition that the required crane can be obtained within a reasonable time.

## **7. RESPONSIBILITIES FOR STATIONARY CRANE RENTAL**

**7.1** During provisioning, the rental company is responsible for transportation, assembly and disassembly. Assembly, disassembly and maintenance work are assumed to occur during normal working hours without interruption. For assembly or disassembly, the call-off time is twenty (20) working days after the signed contract date.

**7.2** The rental company is responsible for providing information on the weight and force requirements as the basis for dimensioning the erection site/foundation and the fixing/staying points. During provisioning, the rental company is not responsible for delays or downtime that can result from the manufacturer's safety instructions, for example regarding the weather, wind, accessibility or load-bearing capacity of the ground.

**7.3** The rental company is responsible for ensuring that the crane and associated equipment and accessories comply with applicable health and safety requirements and have a valid certificate of inspection upon delivery. The client is responsible for maintaining the rental item in satisfactory operating condition during the rental period. The client must keep the rental item available for inspections and maintenance during normal working hours.

**7.4** The party providing the operator has the following responsibilities:

- c) Ensure that the crane is operated by skilled, trained personnel and that the work is done according to professional standards.
- d) Ensure that the operator performs a daily inspection, operational control and general risk assessment on the on the work note or equivalent, as well as follow the designated job preparation according to the client's instructions.
- e) Ensure that the operator follows the client's communication instructions.

**7.5** For complicated lifting procedures, each party must, within its areas of responsibility, pay special attention to barriers, risk assessments for lifting devices, obstacles, etc. within the work area.

**7.6** The client must not re-mark or otherwise modify identification markings, instructions, safety devices, etc.

**7.7** Smoking is prohibited in all crane cabs. If the client rents a non-operated crane, any cleaning of a smoky cab will be charged separately.



## 8. PAYMENT TERMS AND CONDITIONS

**8.1** If the project is ordered by multiple clients, these are jointly and severally liable for payment to the rental company.

**8.2** Payment is made according to the payment schedule agreed by the parties or when an invoice is received after the work is completed. The invoice must be paid within 30 days of invoice receipt unless otherwise agreed.

**8.3** If the invoice is not paid by the due date, the rental company may charge penalty interest under applicable law, unless otherwise agreed.

## 9. CANCELLATION OR CHANGES TO RENTAL PERIOD

**9.1** When a **mobile crane** with up to 80 tons lifting capacity is rented, no cost is charged beyond the associated expenses, such as the transport of counterweights, if the rental is cancelled at least twenty-four (24) hours prior to the time of commissioning. If the client delays or cancels the project too late, then the rental company is entitled to compensation amounting to 10 percent of the estimated charges, but no less than SEK 5,000.

**9.2** When a **mobile crane** with 90–130 tons lifting capacity is rented, no cost is charged beyond the associated expenses, such as the transport of counterweights, if the rental is cancelled at least five (5) working days prior to the time of commissioning. If the client delays or cancels the project too late, then the rental company is entitled to compensation amounting to 10 percent of the estimated charges, but no less than SEK 10,000.

**9.3** When a **mobile crane** with more than 130 tons lifting capacity is rented, the rental company is entitled to compensation amounting to 10 percent of the estimated charges, but no less than SEK 10,000, if the client delays or cancels the project. For hourly rentals, the rental company is entitled to compensation for preparatory measures taken in accordance with the applicable hourly rates, but at a minimum of a five-hour charge.

**9.4** When a **stationary crane** is rented, any change to the rental period (cancellation, delay, shortening or extension of rental period) must be agreed in writing. If a change to the agreed rental period is requested, a change notification must be made in writing at least sixty (60) working days prior to the rental period expiration. The rental company must respond in writing within ten (10) days after a change notification is received.

## 10. TERMINATION

**10.1** The client must fulfil its obligations in accordance with paragraph 5 at the latest before the contract is signed, unless otherwise agreed. If the time limit is exceeded, or if information is missing or incorrect, the rental company is entitled to terminate the contract after submitting a notice of termination.

**10.2** A party is entitled to terminate the contract with immediate effect if the other party is in serious breach of its obligations in accordance with these provisions or the contract, in the event of repeated breaches of safety regulations at work, or otherwise takes or facilitates actions that pose a risk of injury to persons or equipment.

**10.3** A party is entitled to terminate the contract if the other party is guilty of breach of contract, for example regarding substandard procedures for inspections, maintenance, communication or other agreed relationship, and does not within three days take corrective action after receiving a reminder.

**10.4** If, during work in progress, the client fails to timely fulfil its payment obligations, also in respect of taxes, social contributions and other payment obligations by law or contract, or if the party suspends its payments, initiates reconstruction or debt settlement proceedings, is declared bankrupt or otherwise breaches its obligations under this contract, then the rental company can terminate the contract with immediate effect.



**10.5** A party may not, however, invoke breach of the contract against the other party if performance of the contract is impeded as a result of circumstances beyond the control of the parties in accordance with paragraph 12 or other events that do not materially affect performance of the contract and which the party was not able to anticipate or whose detrimental effect the party could not reasonably have avoided. If the obstacle is present for more than two weeks, however, each party is entitled to terminate the contract with immediate effect. Labor disputes and similar circumstances do not relieve the client from the contractual obligations under the rental agreement. Labor disputes release the rental company of its obligation to fulfil performance of, for example, delivery or assembly. A party wishing to invoke grounds for release should promptly notify the other party in writing about the current times.

**10.6** If the rental contract is terminated prematurely, the client's right to use the rental item is terminated and the rental company's right to rental payment for the period following termination is terminated. If the rental company terminates the rental contract, the rental company can repossess the rental item at the client's expense. If the client terminates the rental contract, the rental company is obliged to take back the rental item at its own expense; in other cases, the client is entitled to return the rental item at the expense of the rental company.

**10.7** The rental company is entitled to receive compensation for all justified expenses it incurs as a result of the termination, unless the client immediately provides adequate security for its contractual obligation and is entitled to repossess the rental item at the client's expense. If the termination is due to circumstances beyond the client's control, the rental company is entitled to receive compensation for all justified costs incurred as a result of the project. Work performed must be compensated for in accordance with agreed charges.

## **11. LIABILITY**

**11.1** A party is liable only for the direct damage caused by its negligence. A party is not liable for consequential damage or pure economic loss.

**11.2** The rental company is thus not liable for damages resulting from a delay in delivery or equipment downtime. During crane downtime that is not caused by the client and that has a duration longer than 24 hours, normally no rent is charged for excess time up until the equipment is repaired.

**11.3** If the client rents a non-operated crane, the client is liable during the rental period for damage to the rental item that is not normal wear and tear, or that is incurred, through the rental item, by the client himself or a third party. Damage must be reported to the rental company, which decides how the rental item will be repaired. Rental items that are lost or are damaged beyond repair must be paid for by the client in an amount equivalent to the replacement cost. In the case of theft, the client is responsible for filing a police report.

**11.4** A party that provides a signalman or other aide in accordance with section 5.5 is liable for insurance and any damages caused by inadequate rigging or incorrect slinging, or as a result of inaccurate, incomplete and/or ambiguous signaling, or other damage that these people may cause.

**11.5** For personal injury and property damage, compensation is limited to a maximum of SEK 10 million for each damaging event. Unless otherwise agreed, the rental company's liability for damage to property that is lifted or transported is limited to SEK 1 million for each damaging event. Several damages related to the same cause are considered one damaging event.

**11.6** The rental company is not liable for damages under the Swedish Environmental Code unless it is shown that they can be attributed to negligence or the negligence of the rental



company. If, despite this, claims for damages are directed against the rental company, then the rental company is entitled to full recourse against the client. This also applies to any consequential damages in connection therewith.

## 12. GROUNDS FOR RELEASE – FORCE MAJEURE

**12.1** If performance of the contract is prevented, hindered or becomes an unfair burden as a result of circumstances beyond a party's control including, but not limited to, war, terrorist acts, riots, labor disputes, blockades, natural disasters, fire, Government imposition or failure, new or amended legislation, foreign exchange restrictions, general scarcity of goods or fuel, and failure or delay of deliveries from suppliers caused by such circumstances, then a party may invoke the circumstance as grounds for release.

The above-mentioned circumstances constitute grounds only if their impact on the performance of the contract could not be foreseen when the contract was concluded.

**12.2** A party wishing to rely on the grounds for release under section 12.1 must inform the other party of the occurrence thereof, its impact on the performance of the contract and its cessation.

**12.3** If there arises a circumstance as referred to in section 12.1, and if a party invokes that situation and it is clear that the circumstance will not cease within two months and it can be assumed that the contract can be performed later without significant inconvenience, then both parties have the right to terminate the contract in writing.

## 13. INSURANCE

**13.1** The parties must sign the requisite liability insurance, unless otherwise agreed.

**13.2** If the client desires additional liability and/or insurance on the rental item, this must be agreed separately. In such a case, insurance is included as part of the contract between the parties and is paid for by the client in addition to the charge imposed under paragraphs 3 and 4. The rental company ensures the crane is covered by third-party insurance, where necessary. However, the insurance deductible is paid by the client.

**13.3** The client keeps **stationary cranes** insured with comprehensive insurance equivalent to the replacement cost, as of the day the rental item or its parts are delivered to the worksite until it leaves the worksite, unless otherwise agreed. The rental company is liable for insurance relating to transport and assembly/disassembly of stationary cranes in cases where this is carried out by the rental company.

**13.4** A party must, at the other party's request, provide proof of insurance.

## 14. DISPUTES

**14.1** Any dispute arising from the contract must be settled in a general court unless the parties agree that the dispute is to be settled by arbitration.

**14.2** Any dispute arising from the contract must be settled in accordance with the applicable national law of the country where the rental company has its registered office/headquarters.

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