



General terms and conditions for special transport and crane work

1. Sphere of application

Article 1

The present general terms and conditions apply to all agreements concerning special transports and crane work as well as crane driving when the assignment is undertaken by companies under the special group KRAN-BLOK ERFA of the Danish Transport and Logistics Association.

Sub. 2. Deviations from the present general terms and conditions only apply when agreed in writing between the parties involved in the assignment in question or as consequence of mandatory legislation.

Article 2

All special transports, crane works and crane driving are carried out in compliance with the Act on International Freight Agreements of 9 September 1986 with amendments as follows by the present terms and conditions.

Sub. 2. If the provisions of the Act on International Freight Agreements apply mandatorily to an agreement on international special transports, crane work, or crane driving, the Act has precedence over the present terms and conditions in case of any disagreements.

2. Definitions

Article 3

Under these general terms and conditions, the person requiring the service is defined as Buyer and the person presenting the required services as Seller.

3. Responsibilities of the Seller

Article 4

The Seller is responsible for the special transport, the crane work, and the crane driving with the limitations of the further stipulations of these terms and conditions.

Article 5

The Seller is responsible for the procurement of the necessary permissions for transport on public road from the relevant authorities prior to the transportation.

Sub. 2. If a permission according to subsection 1 cannot be procured, or if the permission, by no fault of the Seller, is reversed by the authorities, the agreement lapses as a whole. Without undue delay, the Seller must inform the Buyer of this fact in writing.

Article 6

The Seller must apply with the directions of the Buyer as for article 10.



Article 7

The Seller is only responsible for delays, miscarriage, and damages to the goods that are due to errors or negligence by the Seller or by the staff hired by the Seller.

Sub. 2. The Seller is not responsible for operating loss, loss of profit, or further indirect losses or consequential damages, regardless whether such loss can be attributed to the Seller, the staff of the Seller, or the equipment of the Seller. This also applies in case of engine failure, strikes, and delay due to war, fire, strikes of any kind, lockout, intervention by the authorities, or public injunctions, precipitation, low temperatures, wind or similar weather conditions.

4. Responsibilities of the Buyer

Article 8

The Buyer is obligated to ensure that the goods being transported/handled are suitable for the transport/handling in question. The Buyer carries the responsibility of any damage or loss should the goods not be suitable for transportation/handling.

Sub. 2. The Buyer must supply the Seller with complete information on the goods being transported as well as inform the Seller of all conditions relevant to the assignment. Also the Buyer must supply all necessary technical information and documents.

Article 8A

The Buyer must ensure that machinery and equipment are secured for transport, prepared and drained of cutting oil, hydraulic oil, and coolant or sealed to avoid spillage during transportation.

Article 9

The Buyer must provide Seller with complete information on the goods being transported. The information must be provided in due time for the Seller to be able to obtain the necessary permissions.

Sub. 2. Furthermore, the Buyer must ensure that the material of the Seller can access the site legally by way of solid access roads and be installed on solid ground. Also, the Buyer is responsible that all services such as barring, carriage roads/squares, etc. on site are constructed and mounted in a legally and securely manner.

Sub. 3. The Buyer must ensure that the material of the Seller as well as the goods in question legally and securely can be conveyed onto the site by way of solid access roads and be installed on solid ground. Also the flooring at site must be suitable for the work at hand.

Article 10

The Buyer is responsible towards Seller and Third Party for damages to goods, personnel, and material due to incorrect instructions on lifting, sustainability of lifting gear, weight indications, or any incorrect information on the carrying capacity of the foundation, insufficient or lacking lifting eyes, incorrect or faulty descriptions of site conditions and/or conditions in general, including the usage of the material.

Sub. 2. The Buyer carries the risk of damage to the access roads of the site, surface dressings, subterranean plants, installations, etc., unless the Buyer has appointed access and installation options to and at the site not causing damages.

Article 11

The Buyer is responsible for obtaining and procuring relevant permissions from the authorities as for work being carried out by the Seller or when using the material of the Seller at the work site.

Sub. 2. If the authorities cannot issue the permissions mentioned in subsection 1, the agreement as a whole ceases. The Buyer must inform the Seller of this in writing without undue delay.

Article 12

The Buyer may not participate in exploiting the material beyond its capacity and use. Also, when the Buyer or his/her employees participate in carrying out part of the assignments, the Buyer is responsible that the tasks are carried out according to the legislation regarding working environment.

Article 13

The Buyer must provide welfare arrangements to the staff of the Seller at site according to the legislation regarding working environment.

Article 14

If the Buyer violates the above rules, the Seller reserves the right to invoice all costs for site-hut allowance, penalties, and fines.

5. Insurance

Article 14a

When storing the goods, the Buyer carries the risk and must take out and pay insurance for the goods covering fire, theft, and water damages for the period during which the goods are in the custody of the Seller.

Article 15

The Seller takes out general liability insurance against the responsibility which the Buyer incurs according to Danish legislation against damages to a third party or the property of said third party.

Article 16

The compensation covers collective damages occurred during one incident up to DKK 10 million. The Seller resumes no responsibility or risk beyond this amount. Therefore, it rests upon the Buyer to take out additional insurance should the responsibility and risk surpass this amount.

Article 17

If the Seller is ordered responsibility towards a third party, the Buyer must indemnify the Seller of any responsibility beyond what the Buyer could claim against the Seller according to these general terms and conditions.

Article 18

The materials lifted by crane are covered by the lifting insurance of the Seller for up to DKK 1,000,000 per operation/lift, given that the damages were caused by mistakes made by the Seller.

Sub. 2. For crane lifting of materials with a value above DKK 1,000,000, the Buyer must take out an additional lifting insurance through the Seller, covering any mistakes or faults made by the Seller.

6. Pledge

Article 19

The Seller has pledge of the goods under his control for both all costs related to the goods as well as for any further claims against Buyer.

Sub. 2. If the goods are lost or damaged, the Seller has equal right to the replacement amount from the insurance company or others.

Sub. 3. If the claims of the Seller are not met duly, the Seller is entitled to sell as much of the goods as necessary to cover the collective claims and any costs in this connection.

7. Quotation and prices

Article 20

All prices, estimates, quotations, and orders are exclusive of value added tax (VAT).

Sub. 2. Calculations are based on the current salaries, freights, and rates, etc. on the day of the quotation.

Article 21

Any quotation, estimate, or information on prices are valid for no more than 3 weeks from the date of the quotation unless otherwise agreed and is always stated with the reservation that Seller can make other arrangements regarding the material until binding acceptance has been given by the Buyer.

Sub. 2. For confirmed orders reservations are made regarding price rises due to documented changes in public taxes and duties as well as any extraordinary, external cost increases imposed on Seller.

8. Invoicing and payment

Article 22

Unless otherwise agreed payment takes place 20 days upon invoicing. By payment after this date, an interest of 7 percent p.a. will be added as well as the then applicable discount rate from the invoice date and until payment is made.

Article 23

The Buyer is at no point entitled to set any kind of claims off against the freight or any other outstanding accounts belonging to the Seller.

9. Complaints and limitations

Article 24

Any objections that the Buyer may have regarding the work at hand must be given to Seller in writing.

Sub. 2. By visible defects the objection must be handed in at once. In other cases, without any undue delay and within 7 days upon completion of the work.

Sub. 3. The Buyer or his/her representative must be present when handing over the goods to the Seller and when the goods are delivered. Immediately upon receipt of the goods, the Buyer must control the goods.

Article 25

In accordance with article 41 of the CMR Act, all claims against Seller lapses within one year.



10. Limitation of responsibility

Article 26

The responsibility of the Seller regarding deficiency, damage, or delay may not exceed SDR 8.33 per kilo lost, damaged, or delayed goods. However, the delay can never exceed the freight amount, unless otherwise agreed.

11. Termination of the agreement

Article 27

The Seller has the right to terminate the agreement without notice, including nullifying agreement for later execution and in case the Buyer goes bankrupt or suspends payments to release and collect the material at Buyer's expense if the obligations stated in the present terms and conditions are not met by the Buyer or if payment is not made in due time. In such case the Seller may remove his/her material from the work site and all expenses in this connection is paid by the Buyer.

Article 28

The Buyer may terminate the agreement with a notice of 4 weeks.

Article 29

In the event of breach of one of the parties of the agreement, the other party may choose to nullify or maintain the agreement. Furthermore, the party may claim compensation according to Danish law.

Article 30

Claim for damages does not afflict the Sellers claim for other services according to the freight agreement.

12. Waiting time

Article 31

The Seller is entitled to payment for waiting time when the time for the assignment overrun the time regarded to be normal and fair for the destination in question, the type of goods, the time for loading and unloading and any other special conditions.

Sub. 2. Any waiting in connection with the assignment in general will give the Seller the right to claim compensation in accordance with the stipulations of article 21 of the CMR Act, if the wait is of no fault or negligence on part of the Seller.

13. Cancellation

The Buyer must cancel planned assignments no later than the previous week day before 08.00, otherwise the customer must pay the Seller 75 per cent of the quotation price, or if this has not been stated, 75 per cent of the expected price for the work.



14. Jurisdiction

Article 32

Any disputes originated from agreements made under the present general terms and conditions are treated according to Danish law at Sellers jurisdiction.

Approved 28 January 2012