

General Rental Conditions for Cranes – AHK 25 – extract for stationary cranes

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

These conditions are an identical extract from AHK 25 regarding stationary cranes. AHK 25 in full also includes the rental of operated mobile cranes provided by the rental company. The following paragraphs regarding mobile cranes have been deleted: 2.8, 3.9, 3.10, 4.3-4.5.

The following paragraphs have been edited: 1.1, 3.4 and under Definitions of terms the concept Supplier and Rental object.

These conditions are issued by the Swedish Mobile Crane Association in dialogue with contractors in the construction industry and take effect on 1 May, 2025.

1. INTRODUCTORY CONDITIONS

- 1.1 These general conditions apply to agreements on the rental of, and work with cranes. These conditions are intended to be used for the rental of stationary cranes with or without operator provided by the supplier.
- 1.2 These conditions apply to all rental objects, goods components and all works agreed between the parties, and require that each party uses the rental object in accordance with the applicable instructions, directions and requirements of the manufacturer and the authorities. The rental object may not be used in such a way that the supplier's ownership rights are jeopardised. The customer shall keep the rental object available for inspection and maintenance during normal working hours.
- 1.3 The accuracy and entirety of information, research data and technical solutions used as a basis for assessing the nature and scope of the work shall be the responsibility of the party that provides them. Either party has the right to compensation for interruptions and additional costs resulting from the other party's provision of incorrect or incomplete information. Either party is entitled to suspend the work if it is deemed that the work cannot be carried out in an acceptable manner due to this information. If the deviation is substantial, the party also has the right to cancel the contract in accordance with clause 5.1.

2. ECONOMY

Common conditions

- 2.1 The agreed remuneration does not cover site visits, planning, or design unless otherwise specified.
- 2.2 If the assignment requires special training for personnel, the customer is responsible for the associated costs (e.g., salaries and additional compensation).

- 2.3 The supplier can claim compensation for costs incurred due to interruptions, physical hindrance, or other disturbances during assembly/disassembly or work performance. The supplier can adjust charges if unforeseen costs arise after the agreement, such as changes in the order, unclear customer inquiries, or taxes/decisions by authorities not included in the original charge.

- 2.4 The supplier has the right to request security corresponding to the agreed charge for each crane/equipment in the quotation, or another satisfactory form of security.

- 2.5 Unless otherwise agreed, the following applies to invoicing and payment.

Payment should be made according to the agreed payment plan or against invoice. Invoices will be issued once the work is completed or weekly if the work lasts for a longer period. Invoices must be paid within 30 days of receipt.

- 2.6 If payment is not made on time, interest on arrears will be charged in accordance with the current Interest Act.

Rental scope for running bill

- 2.7 In all assignments where the parties have not reached a special agreement on a fixed price, payment shall be made per hour, day or month in accordance with these conditions. The running account for crane rental includes the ordered crane with equipment as agreed, as well as administration costs and fees.
- 2.9 Stationary crane rental is based on the daily rate in the quotation. Rental time must always be agreed in writing. The agreed daily rent constitutes the rental charge per rental object and day. For part of a day, rent is charged as for a full day. If the rental object is used for more than one eight-hour shift, a supplement is charged. When a stationary crane is rented with an operator, the costs for the operator are separately specified and charged according to the applicable agreement.

- 2.10 Rent is not charged for Saturdays, Sundays, public holiday evenings and public holidays if the equipment is not used. However, for all rental objects, rent is charged during holiday periods and other similar leave, unless otherwise agreed. There is no reduction in rent for downtime caused by weather conditions. For downtime for which the supplier is responsible, see clause 6.2.
- 2.11 Additional costs are charged according to the supplier's price list or according to verified costs including administration costs and fees or according to another form of charging agreed between the parties. This applies to costs for:
- a) Transport, loading and unloading of ordered equipment, e.g. transport of counterweights and lifting gear,
 - b) Equipment ordered, e.g. lifting gear such as chains, lifting yokes, concrete skips, test weights,
 - c) Required road transport escort and additional personnel,
 - d) Staff salary supplements, such as overtime, shift allowance, subsistence allowance, accommodation, and travel costs,
 - e) Mobilisation and de-mobilisation of rental objects and staff and costs beyond normal wear and tear,
 - f) Necessary permits and/or inspections.

Rental scope for fixed price

- 2.12 The fixed price provided by the supplier includes the following, where applicable:
- a) All costs for the crane with equipment included in the work and necessary additional equipment ordered by the customer,
 - b) The cost of fuels, lubricants and normal wear and tear,
 - c) Costs of transporting the crane with equipment, escorts and any accompanying vehicles, loading and unloading,
 - d) All payroll costs for the supplier's operator,
 - e) Administrative costs and fees,
 - f) Costs due to foreseeable official requirements, e.g. transport and public space permits.
- 2.13 Compensation for additional costs, other than those specified in Clause 2.12, shall be settled in accordance with the conditions of Clause 2.11. This also includes additional costs due to the customer's enquiry being unclear or ambiguous regarding the nature and scope of the assignment.

3. RESPONSIBILITIES

- 3.1 In all use of cranes, both parties shall, within their area of responsibility, pay particular attention to ground conditions, barriers, risk assessment for lifting devices, obstacles, etc. in the work area.

Customer's responsibility

- 3.2 The customer is responsible for ensuring that the goods to be lifted are adequately packaged and protected from the weather and other factors so that they can withstand the lifting. Designated lifting points, attachments, lifting eyes or other lifting equipment mounted on the lifting object shall fulfil the requirements of the manufacturer and the authorities. If the supplier's provided operator or other representative of the supplier considers that the conditions are not satisfactory, they have the right to suspend the work. The supplier is also entitled to take the necessary measures on behalf of the customer.
- 3.3 The customer shall, in good time before the commencement of the work, provide the supplier with information necessary for the planning and execution of the work. For assignments over a longer period, the information shall be updated as necessary. The following information shall normally always be provided:
- a) The customer's contact details, e.g. name, telephone, project number, project address, e-mail and invoice address, and any other information about the assignment that the customer considers the supplier needs,
 - b) Owner and recipient of the lifting objects,
 - c) The place where the work is to be carried out, the place of loading, the place of set-up of machinery and fuel and the place of unloading,
 - d) The nature, value, weight, centre of gravity, size (length, width and height) and lifting height of the lifting object,
 - e) The timescale for the work to be performed,
 - f) Additional insurance requirements,
 - g) If there are specific obstacles, risks or conditions that hinder transport or lifting, e.g. wires, cables, barriers, bridges, narrow passageways or other obstacles or circumstances that may cause difficulties in connection with transport, unloading and erection of the crane or in the performance of the work,
 - h) Necessity for special equipment, extra work, helpers, signalmen or other additional work,
 - i) The name of the person responsible for co-ordination and the rules of procedure applicable to the workplace.

- 3.4 The customer is responsible for obtaining the necessary permits for erecting/removing the crane, e.g. building permits, land licences, TA plans, flight obstacles, and is responsible for the costs of complying with official requirements as a result of this.

It is the customer's responsibility to ensure that the required accessibility and load-bearing capacity for the transport of cranes, from public roads to, from and at the object's placing site, are in accordance with the instructions and requirements of the supplier.

Dimensioning, construction, execution and restoration of access roads, set-up areas, foundations, bracings and similar are the responsibility of the customer at the customer's expense. Waiting time, salvage and other costs caused by lack of accessibility shall be paid by the customer unless the cause is due to negligence on the part of the supplier or personnel engaged by the supplier.

- 3.5 The customer is responsible for preparing a health and safety analysis for the assignment. Crane-related incident and accident reports shall be reported to the supplier.
- 3.6 If the performance of the work requires the assistance of additional personnel for slinging, load securing, barricading and signalling etc. it is incumbent on the customer to provide these personnel with sufficient competence for the tasks at hand. All personnel involved in slinging a load must have documented theoretical and practical training in the safe handling of the equipment.
- 3.7 The customer shall provide space in existing staff accommodation or an equivalent for the rental supplier's staff without compensation.
- 3.8 When renting a stationary crane, the customer is responsible for ensuring that the rented object is maintained in an approved condition and design during the rental period after delivery. The customer shall, if necessary, keep the rental object available for inspection during normal working hours.

Supplier's responsibility – stationary cranes

- 3.11 During the set-up phase, transport, assembly and disassembly are carried out by the supplier. It is assumed that assembly, disassembly and service work can be carried out during normal working hours without interruption. In the case of assembly or disassembly, the call-off period is twenty (20) ordinary working days after the contract date.
- 3.12 The supplier is responsible for providing information on current forces as a basis for dimensioning the installation site/foundation and attachment/bracing points. When setting up, the supplier is not responsible for delays or downtime that may arise

as a result of the manufacturer's safety instructions, e.g. regarding weather, accessibility or the load-bearing capacity of the surface.

- 3.13 The supplier is responsible for ensuring that the crane and associated equipment and accessories are in good condition, fulfil applicable safety and security requirements and that valid inspection certificates are available on delivery.

Other conditions – stationary cranes

- 3.14 The party providing the operator is responsible for ensuring that:

a) The crane is operated by competent and trained personnel and that the work is carried out professionally,

b) The operator carries out daily inspection, functional checks, maintenance and general risk assessment on the work order or equivalent document, and follows the designated work preparation according to the customer's instructions,

c) The operator follows the customer's instructions regarding communication.

- 3.15 No party is authorized to modify any identification markings, instructions, safety devices, or similar elements in any way.

- 3.16 Smoking is prohibited in all crane cabins. If the customer rents a crane without an operator, the cleaning of the smoke-filled cabin will be charged separately.

- 3.17 The supplier is responsible for ensuring that the crane and associated equipment and accessories are in good condition, fulfil applicable safety and security requirements and that valid inspection certificates are available on delivery.

4. CONTRACT PERIOD

- 4.1 The rental period applies for the period agreed.
- 4.2 In the event of cancellation, change or postponement of the assignment, the following applies, unless the parties have agreed otherwise.
- 4.6 When renting a stationary crane, any change (cancellation, postponement, shortening or extension) of the contract period must always be agreed in writing. In the event that the customer wishes to change the contract concluded, including the contract period, a request for this must be made in writing no later than sixty (60) working days before the cancellation date. The supplier shall return without undue delay with a statement of the terms of any change. In the event that the parties cannot reach an agreement, the supplier is entitled to reasonable compensation for the impact this has on the supplier in the event of cancellation, postponement or shortening of the assignment.

5. CANCELLATION

- 5.1 The customer shall fulfil their obligation to provide information no later than at the conclusion of the contract, unless otherwise agreed. If the deadline is exceeded or if information is missing or incorrect, the supplier has the right, following a written request, to cancel the agreement provided that the correction is not made immediately and that the lack of information or the incorrect information is of material importance.
- 5.2 Either party is entitled to cancel the agreement with immediate effect if the other party materially breaches the agreement or repeatedly violates safety regulations in the work or otherwise takes or fails to take actions that entail a risk of damage to persons or equipment.
- 5.3 If, during the course of the work, the customer fails to fulfil its payment obligations, including taxes, social security contributions and other payment obligations under law or contract, suspends its payments, initiates reorganisation or composition proceedings, is declared bankrupt or otherwise fails to fulfil its obligations under this agreement, the supplier may terminate the agreement with immediate effect.
- 5.4 However, either party may not invoke a breach of contract against each other if the fulfilment of the contract is prevented as a result of circumstances beyond the control of the parties or other circumstances not caused by the party which significantly affect the fulfilment of the contract and which the party could not have foreseen or whose detrimental effect he could not reasonably have avoided. However, if the impediment persists for more than four weeks, either party is entitled to cancel the contract with immediate effect. A labour dispute or similar circumstance shall not release the customer from the obligations agreed under the rental agreement. Labour disputes shall exempt the supplier from any penalties for, for example, delivery or assembly.
- 5.5 If the rental agreement is cancelled, the customer's right to use the rental object and the supplier's right to rent for the period after the cancellation shall cease. The supplier is entitled to repossess the rental object following cancellation. The party that has breached the agreement and thus caused the cancellation shall be responsible for the cost of repossessing and disassembling of the rental object.

6. LIABILITY FOR DAMAGES

- 6.1 A party is only liable for direct damage to property or persons caused by its negligence. The party shall not be liable for consequential damage or pure pecuniary loss.

- 6.2 The supplier is not liable for damage caused by delivery delays or downtime. In the event of crane downtime not caused by the customer and lasting longer than one working day (8 hours), no rent will normally be charged for the excess time until the equipment is repaired. Conditions for downtime lasting longer than one working day should be regulated in the terms of contract.
- 6.3 If the customer rents a crane without an operator, the customer is liable during the rental period for damage to the rented equipment that does not constitute normal wear and tear, or that is caused by the rented equipment to the customer or a third party. Damage must be reported to the supplier, who will decide how to repair the rental object. If the rental object is lost or damaged beyond repair, the customer shall compensate the supplier with an amount corresponding to the replacement cost. In the event of theft, the customer is responsible for reporting it to the police.
- 6.4 The party providing the signalman or other assistant is responsible for insurance and all damages arising from inadequate load securing or faulty slinging, as a result of incorrect, incomplete and/or unclear signalling, and other damage caused by these persons.
- 6.5 For personal injury and property damage, compensation is capped at a maximum of SEK 10 million per claim. Unless otherwise agreed, the supplier's liability for compensation regarding property that is lifted or transported is limited to SEK 1 million per incident causing damage. Multiple instances of damage resulting from the same event are considered as one claim.
- 6.6 The supplier is not liable for damages under the Environmental Code unless it can be proven that the damage is due to negligence or recklessness on the part of the supplier. If claims for damages are nonetheless made against the supplier, the supplier is entitled to full indemnification from the customer. This also applies to any consequential damages related to such claims.

7. GROUNDS FOR RELIEF – FORCE MAJEURE

- 7.1 If the performance of the contract is prevented, impeded or rendered unreasonably onerous by circumstances beyond the control of the party including, but not limited to, war, act of terrorism, riot, labour dispute, blockade, natural disaster, fire, governmental order or omission, new or amended legislation, currency restrictions, general shortage of goods and fuel and failure or delay of deliveries from suppliers caused by such circumstance, the party may invoke the circumstance as a ground for relief.

The above-mentioned circumstances constitute grounds for relief only if their effect on the fulfilment of the contract could not be foreseen when the contract was concluded.

- 7.2 A party wishing to invoke a ground for exemption shall without delay inform the other party of its occurrence, its effect on the fulfilment of the contract and its termination.

8. INSURANCE

- 8.1 The parties shall take out customary liability insurance, unless otherwise agreed.
- 8.2 If the customer wishes to take out additional liability and/or object insurance, this must be agreed separately. In such cases, the insurance shall be included as part of the agreement between parties and shall be paid for by the customer as a supplement to the charge resulting from Clause 2. However, the deductible shall be paid by the customer.
- 8.3 The customer shall keep stationary cranes insured with all-risk insurance corresponding to the replacement cost, from the day the rental object or parts of it are delivered to the workplace until it leaves the workplace, unless otherwise agreed. The supplier is responsible for insurance regarding transport and assembly/disassembly of stationary cranes in cases where this is carried out by the supplier.
- 8.4 At the request of the other party, the parties shall provide proof of insurance.

9. DISPUTES

Disputes arising from the contract shall be settled by application of Swedish law in a general court of law unless the parties agree in writing that the dispute shall be settled by arbitration.

DEFINITIONS OF TERMS

For the purposes of these conditions, following apply:

WORK: All forms of work including mobilisation, inspections, training, etc. within the contract and all transport in connection therewith.

AGREEMENT/CONTRACT: An oral or written agreement for the performance of work or rental.

CUSTOMER: The party who has ordered a crane or crane work.

SUPPLIER: The party providing a stationary crane to be used for work on site, or a stationary crane with operator to carry out work on site.

RENTAL OBJECT: A stationary crane is normally a tower crane, fixed or permanently located, assembled, and controlled by the rental supplier at the worksite.

SET-UP TIME: The agreed time when the crane is rigged and ready for operation, has electrical connection if applicable, the operator provided by the party is on site and has performed the required checks.

RUNNING BILL: A contract under which the supplier is remunerated on an hourly, daily or monthly basis exclusive of VAT.

FIXED PRICE: A contract/agreement under which the supplier shall perform work clearly and unambiguously defined by the customer for a mutually agreed fixed price excluding VAT.

ADDITIONAL WORK: Work in addition to that originally agreed.

DISCLAIMER This document is a translation from the original Swedish document. The original Swedish document takes precedence over the translation. The translation is made in good faith and for general information purpose only. The Swedish Mobile Crane Association disclaims and does not accept any responsibility, liability or any warranties about the completeness, reliability and accuracy of the translation. Any action taken upon the translated document is strictly at own risk. The Swedish Mobile Crane Association will not be liable for any losses and/or damages in connection with the use of the document. Any disputes arising out of or in connection with this disclaimer shall, if not resolved in good faith, be settled by a general Swedish court.