



Verticaal en Horizontaal Transport

GENERAL CONDITIONS

(hoisting cranes, lorry cranes, transportation, test weights):

These are the applicable conditions which apply and this with exclusion of the contract conditions or the general conditions of the client.

ARTICLE 1:

FORMULATION OF THE CONTRACT - MODIFICATIONS - PRICE ADJUSTMENT

1. Every quotation by BVBA Heros is valid for 8 days. As long as it is not finally accepted by the client, BVBA Heros is not bound by it.
2. The prices are always indicated in EURO and exclude VAT.
3. The situation on the site must be as such that the material can be set up properly, safe and stable. If this is not the case, BVBA Heros is entitled to increase the unit price and to charge the expenses resulting from this to the client. The client carries the risk for all damage and/or loss as a result of incomplete or incorrect information, just as with incorrect or wrong follow-up of the information supplied by BVBA Heros;
4. If the condition of the areas is of such nature that the implementation could only be executed at great risk the material and other tools and/or personnel and/or assistants of BVBA Heros, BVBA Heros may refuse to carry out the assignment.
5. BVBA Heros is only committed to implementing the agreed assignment so that any modification or additional work will result in a new agreement without affecting the earlier agreements. In that case BVBA Heros may adjust its prices.

ARTICLE 2:

THE IMPLEMENTATION OF THE CONTRACT - DELAY - INTERRUPTION

1. BVBA Heros carries out the work under guidance and supervision of the client yet they personally determine the order of the assignments. Data and/or periods are not guaranteed. Supplying information regarding the execution date beforehand or in the interim does not result in any liability for BVBA Heros.
2. BVBA Heros has the right to, with the implementation of an assignment, use all means of transport and assembly which they deem necessary, if necessary contrary to that which is specified by the confirmation of the order.
3. In case of termination of an agreement by de client a fixed compensation will be due of at least 50% calculated based on the value determined with the agreement, or on five times the previously specified daily price. In such a case as well as with suspension of the assignment for whatever reason, circumstances beyond control or coincidence not excluded - the client is committed to compensate all charges and damage (amongst other of standstill of material) immediately.

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4. BVBA Heros may always and with immediate effect suspend the activities if its personnel or appointed persons if they are, or are threatened to be exposed to substances dangerous to the health, or the work environment is unsafe or threatens to become unsafe or if it involves winds of such velocity that the cranes have to be taken out of action. This without any right to compensation by the client.
5. BVBA Heros can never be held liable for any damage caused by them or their assistants to the site on which work is performed. In such a case the client is committed to free BVBA Heros of all blame.
6. Unless agreed differently in writing, BVBA Heros is at all times entitled to have the assignment carried out by other parties either entirely or partially, in which case these conditions are also enforced.

ARTICLE 3: RISKS

1. All responsibility of BVBA Heros for damage and/or delay is specifically excluded. All circumstances which BVBA Heros did not reasonably have to take into consideration with the commencement of the assignment and as a result of which the normal implementation of the agreement can not reasonably be demanded from BVBA Heros, applies as circumstances beyond control on behalf of BVBA Heros.
2. The temporary suspension of work as a result of unforeseen circumstances legally results in extension of the original execution period without any right to compensation. This period is extended by the duration of the suspension, increased by the time necessary to get the work back on track. BVBA Heros can not be held accountable for unforeseen malfunctions to the material necessary for the assignment as well as illness of personnel or damage and delay owing to actions of other parties.

ARTICLE 4: INSURANCES

1. BVBA Heros is insured against liability against other parties with regard to damage by and with the cranes used in the assignment. BVBA Heros' liability is restricted to the amounts paid by the insurance company.
2. Except for the damage mentioned in the previous article, all damage, charges and other disadvantages caused by, occurred with or in connection with the implementation of the assignment by anyone to any persons or objects are also accountable to the client.

ARTICLE 5: REDRESS

BVBA Heros is never liable for consequential or business losses whether concerning the client or whether with respect to parties which the client has contracted. In this case the client has to release BVBA Heros of all blame.

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Op al onze aanbiedingen, offertes, werkzaamheden, leveringen, diensten en overige transacties en handelingen zijn de algemene voorwaarden van Heros BVBA van toepassing.