SKAKS
Your On-time partner in heavy solutions

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SKAKS A/S
STANDARD TERMS AND CONDITIONS, CRANE HIRE

1. Scope of Application

1.1 SKAKS A/S and its subsidiaries and associates ("Skaks").
Skaks are the recipient and its subsidiaries and associates to these Standard Terms and Conditions ("T&C").
Skaks and Supplier may individually be referred to as ("Party") and collectively as ("Parties").
These T&C shall apply, for all crane and equipment rental between the Parties, when nothing else has been specified in a purchase order or any other written agreement between the Parties.

1.2 Deviating terms and conditions issued by the Supplier shall not apply and do not have binding effect for Skaks unless additions, modifications or limitations are expressly approved and agreed upon by the Parties in writing, e.g. in a purchase order issued by Skaks.

1.3 For binding effect all notifications/communication shall be in writing.

1.4 Purchase orders issued by Skaks, confirmed by the Supplier shall constitute the ("Contract"), which is governed by these T&C.

1.5 Delivery shall have the meaning "Delivery/deliveries of equipment and personnel".

2. Confirmations and Purchase orders

2.1 Skaks shall issue a purchase order to the Supplier.

2.2 The purchase order shall include the Supplier's prices for crane rental, including but not limited to, mob/demob of equipment and/or personnel, insurance, tax and all import/export duties.

2.3 The Supplier shall confirm Skaks's purchase order within 5 (five) working days from date of the receipt of the purchase order.

2.4 The Supplier shall promptly inform Skaks if the issued purchase order does not comply with the agreed conditions. In event of discrepancy between issued purchase order and any other document (s) these T&C shall apply.

3. Delivery / Delay

3.1 The Supplier shall, ensure timely Delivery of equipment and personnel, in strict observance with the terms specified in the Contract.

3.2 Skaks reserves the right to refuse any premature Delivery.

3.3 The Supplier may only make partial Delivery, with Skaks acceptance.

3.4 The agreed time of Delivery shall be strictly observed. In the event of delay or expected delay the Supplier shall immediately inform Skaks.
Accordingly, Skaks shall be entitled to:
a) Cancel the purchase order;
b) Maintain the order in whole or partly.

3.5 Irrespective of whether Skaks decides to cancel or maintain the order, Skaks shall be entitled to claim damages for loss due to Supplier's delay.

3.6 In the event of delay the Supplier shall immediately take effective action with all available means to recover the delay or reduce the effect thereof.

3.7 The Supplier shall immediately, and within 24 (twenty- four) hours from awareness of the delay (s), or expected delay(s), inform Skaks of the delay (s) and submit adequate, written documentation for the circumstances.