

## Panel erection – Special Conditions

### General terms and conditions

1. These Special Conditions apply in addition to TCNZ's Terms and Conditions of Trade (found at [www.towercranesnz.com](http://www.towercranesnz.com)). The Special Conditions and Terms and Conditions of Trade shall be taken as mutually explanatory, but in the case of ambiguity or conflict the Special Conditions prevail.
2. Words and phrases with capital initial letters that are not otherwise defined in these Special Conditions have the meaning set out in the Terms and Conditions of Trade.

### Panel erection services

3. Unless expressly agreed in writing, the Services do not include:
  - (a) the supply or installation of any sealants, welding or any hardware (which where required shall be provided by the Customer at its cost);
  - (b) the fixing of column legs to precast panels, or cleats/angle brackets to the bottom of precast (which where required shall be provided and fixed by the Customer at its cost);
  - (c) a hit and miss panel erection sequence;
  - (d) any remedial work for spalling or marking around lifters. TCNZ is not responsible for any Loss arising from spalling or marking around lifters occurring during panel rotation.

### Customer general responsibilities

4. Time being of the essence, at its cost the Customer is responsible for:
  - (a) providing TCNZ with all relevant shop drawings (which must be provided before scheduling of the Services can proceed, and in time to allow a propping design to be completed);
  - (b) obtaining any necessary Council, local body or other authority, and/or utility consents / permits (unless the cost of doing so has been expressly included in TCNZ's quoted rates);
  - (c) traffic management plans relating to the Site (unless the parties otherwise agree under clause 5);
  - (d) safety requirements including edge management, and temporary barriers;
  - (e) ensuring that:
    - (i) the ground giving access to the Site is stable, firm, and of a gradient no steeper than 1 in 10;
    - (ii) the Site's ground is suitable and adequate to support the mobile crane to be used in the panel erection Services;
    - (iii) a clearance of at least 4 metres is afforded in respect of all overhead wires and that footpaths, kerbs and channels and suitably planked;
    - (iv) the Site is secured, and is kept secure for the period for which the crane is on Site;
    - (v) all licences and consents required for the crane to operate on Site have been obtained prior to the crane's arrival; and
    - (vi) there is suitable access for vehicles and machinery into the Site, and crane access is within 6 metres of panel lines;
  - (f) clearly marking all building lines and precast set out for stairs, panels, columns and precast flooring units including steel pins for tilt-up (on the footings, columns, floors and other parts as applicable);
  - (g) obtaining engineer prior written approval for any movement which could represent weakness on the structure, and the erection of any precast in structural steel;
  - (h) ensuring that prior to any precast erection, suitable shore loading or other supporting structures are erected by a suitably qualified person and shot to the finished height (and on request by TCNZ, the Customer shall promptly supply certification that this clause has been complied with);
  - (i) if high panels are to be clipped to steel, providing an access platform or cherry-picker; and
  - (j) providing an elevated work platform (unless otherwise agreed with TCNZ in writing).
5. The Customer and TCNZ may agree that TCNZ will take responsibility for arranging appropriate traffic management plans for the arrival and/or departure of the mobile crane used in panel erection Services, and the Customer will pay TCNZ for doing so (including a standard mark up of 15%).
6. All pre-cast must be checked and signed-off by the Customer's Site foreman at the end of each period nominated by TCNZ.

### Delays

7. TCNZ will not be liable for any delays, including any Losses arising, as a result of the Customer failing to comply with its obligations under these Special Conditions, and the Customer will fully indemnify TCNZ for any Loss incurred by TCNZ as a result of the Customer failing to comply with its obligations under these Special Conditions.
8. If TCNZ considers the Services need to be put on hold due to adverse weather, it will discuss the same with the Customer's Site manager. TCNZ in its sole discretion shall have the final decision as to whether the adverse weather necessitates the Services being put on hold. In the event of a hold, this shall be treated as a cause outside TCNZ's reasonable control and clause 4.3 of the Terms and Conditions of Trade shall apply.

**Panel erection**

9. The Services comprise:
  - (a) panels being propped with panel props or clipped to structure steel; and
  - (b) lifting panels using industry standard configurations and rigging techniques.Any precast considered to be outside normal parameters shall be considered a variation, and the TCNZ may require the Customer to supply lifting diagrams.
10. All propped panels must have a minimum of 2 props each unless otherwise specified by an engineer or propping specialist.
11. Top edge lifters on panels must be to the rear of trucks. The price for the Services is based on all precast being installed directly from the back of a truck to the final location. Precast placed into storage such as toast racks and/or 'A' frames for panels directly on the ground for flooring units will incur additional fees, which will be paid by the Customer based on an hourly rate (comprising both crane and labour) unless otherwise agreed.
12. If props are provided by the Customer, the Customer warrants they are fit for purpose.
13. The Customer is responsible, at its cost, for:
  - (a) benching in or pinning deadmen;
  - (b) any necessary on-Site relocation of props and/or deadmen for subsequent erection periods; and
  - (c) unless otherwise expressly agreed, removal of the props.
14. The Customer will indemnify TCNZ for any damage to the props (whether provided by the Customer, TCNZ or a third party) caused by an act or omission of the Customer (or the act or omission of a person or entity for whom/which, as between the Customer and TCNZ, the Customer is responsible) and any Loss arising.
15. TCNZ has no liability for any variations or amendments to a propping plan made at the direction of the Customer (or any person or entity for whom/which the Customer is as between Customer and TCNZ responsible) whether prior to, or during, the erection process.

**Fees**

16. Without limitation, the following will be charged as additional costs on an hourly rate:
  - (a) delivery / pick up of extra equipment; and
  - (b) set up / packing of additional craneage or lifting equipment.

**Props**

17. Clauses 18 to 21 **Error! Reference source not found.** apply in addition where the panel erection Services include TCNZ hiring props to the Customer.
18. All props are subject to availability, and TCNZ will not be liable for any delays, including any Losses arising, from the unavailability of props.
19. All props have a minimum 7 day hire period.
20. The props once removed must be placed by the Customer in a suitable location and on dunnage/timber to allow a Hiab to collect.
21. Subject to clause 19, and the Customer's compliance with clause 20, "On Hire" of all props will commence on the first day of panel erection, and will be deemed "Off Hire" from the day of removal from the panels. For the avoidance of doubt, any props not accessible for pick up by a Hiab will be deemed as being "On Hire".