

THE CRANE COMPANY

Customer agreement

Version: 2026-June-12

Booking Acceptance Language

Square Estimate Approval:

"By approving this estimate, you confirm you have read and agree to The Crane Company service terms (Version: 2026-June-12], available at thecranecompany.ca/customer-agreement including payment, cancellation, downtime, weather, and liability conditions."

SMS / Email Confirmation:

"Crane booking confirmation: \$X for [job details]. Terms apply as discussed (payment, cancellation, downtime, weather, liability) — see Version [Version: 2026-06-12] at thecranecompany.ca/customer-agreement. Reply YES to confirm booking."

Definitions

- "The Crane Company" refers to The Crane Company, a coordination and dispatch service provider that arranges crane services performed by independent third-party contractors. The Crane Company does not operate cranes unless explicitly stated in writing.
- "Customer" refers to any individual or entity requesting or receiving crane services through The Crane Company.
- "Crane Contractor" refers to an independent third-party crane operator and equipment provider responsible for physically performing lifting services, supplying crane equipment, and controlling onsite operations.
- "Services" means crane operation, lifting services, rigging activities, and all related work performed by the Crane Contractor.
- "Business Day" means Monday through Friday, excluding Ontario statutory holidays.

PART A — CUSTOMER SERVICE TERMS

1. Role of The Crane Company

1. The Crane Company acts solely as a coordination, booking, and dispatch intermediary arranging Services performed by independent Crane Contractors.
2. The Crane Company is not the operator of cranes and does not control onsite lifting operations.

2. Booking & Payment Terms

3. A deposit may be required to confirm booking.
4. Standard payment terms are Net 7 days from invoice date.
5. Late payments are subject to 2% interest per month, compounded monthly, commencing 7 days after the invoice due date.
6. Accepted payment methods include credit card, EFT, e-transfer, or other agreed methods.

3. Cancellation Policy

7. Cancellations made before 5:00 PM on the Business Day prior to the scheduled lift date will not incur a cancellation fee.
8. Cancellations made at or after 5:00 PM on the Business Day prior to the scheduled lift date, or on the day of the scheduled lift (including after the crane has been mobilized or has arrived onsite), will be subject to a cancellation fee equal to the greater of: (a) the minimum charge specified in the applicable job quote, or (b) the actual hours worked or mobilized, billed at the applicable rate.
9. The cancellation fee is payable regardless of whether a deposit has been paid, and shall become due immediately upon cancellation.
10. Where a deposit has been paid, it may be applied toward any cancellation fee owing, with any remainder either refunded or invoiced as applicable. Most jobs do not require a deposit; where no deposit has been collected, the cancellation fee will be invoiced directly.

4. Pricing Structure

Services are billed based on:

- Minimum hourly charges (per job quote)
- Standard hourly rates
- Overtime rates

Regular working hours are either 7:00 AM – 3:00 PM or 8:00 AM – 4:00 PM, as specified per job. Any time worked outside the applicable regular working hours window is billed at the overtime rate, regardless of total hours worked that day. Overtime also applies after 8 hours of continuous work in a single day, even if entirely within the regular working hours window.

5. Independent Contractor Structure

All Services are performed by Crane Contractors acting independently. The Crane Company is not responsible for:

- crane operation
- equipment performance or failure

- operator actions or omissions
- safety execution of lifting operations

6. Downtime, Delay & Non-Performance

11. If Services are delayed or interrupted due to mechanical failure of equipment, Crane Contractor breakdown, or inability to perform Services for reasons within the Crane Contractor's control, the Customer will not be charged for verified downtime during which Services cannot be performed for such reasons.
12. The Customer remains responsible for mobilization fees, travel time, setup time already incurred, and any completed work prior to interruption.
13. If Services are delayed for reasons outside the Crane Contractor's control — including but not limited to road closures, traffic, regulatory or permit issues not attributable to the Crane Contractor, third-party access restrictions, or other site or external conditions — such delay is billable to the Customer at the applicable rate, on the same basis as weather-related downtime under Section 7.
14. Charges passed through to the Customer under this Section reflect only amounts properly invoiced to The Crane Company by the Crane Contractor in accordance with Part B.
15. If a Crane Contractor fails to provide the agreed equipment or capacity for reasons within its control, such failure is considered a Contractor responsibility and does not create liability for The Crane Company or Customer beyond Services actually delivered.

7. Weather, Safe Work, & Weather-Related Downtime

16. The Crane Contractor and crane operator retain the absolute right to refuse or suspend work at any time where, in their reasonable professional judgment, conditions are unsafe. This includes but is not limited to high winds, lightning, ice, or other inclement weather conditions.
17. Lightning Protocol: No lift shall proceed or continue if lightning has been detected within 30 kilometres within the preceding 30 minutes. Work shall not resume until this threshold has been clear for a minimum of 30 minutes.
18. Downtime caused by weather conditions — including waiting periods during lightning holds, high winds, or other weather delays — is billable to the Customer at the applicable hourly rate.
19. The right to refuse unsafe work is non-waivable and shall not be overridden by Customer instruction, schedule pressure, or contractual obligation.
20. The Crane Company accepts no liability for delays, additional costs, or losses resulting from weather-related work refusals or stoppages.

8. Rigging & Consumables

21. Rigging equipment (including slings, shackles, chains, and lifting accessories) may be provided by the Crane Contractor or included in the Service scope.
22. Rigging consumables that are damaged, worn, or rendered unserviceable during the normal course of operations will be replaced at the Customer's cost, based on actual replacement cost as invoiced by the Crane Contractor.
23. The Crane Company will provide the Customer with reasonable advance notice where rigging replacement costs are anticipated to be significant.

24. Rigging costs will only be passed through to the Customer where they are substantiated by a corresponding charge from the Crane Contractor.

9. Site Conditions, Accuracy of Information & Customer Responsibility

25. The Customer is responsible for providing accurate and complete information regarding the job, including but not limited to: load weight, lift radius and height, ground conditions and bearing capacity, site access, available footprint and setup area for the crane and outriggers, overhead obstacles, and the presence and location of power lines or other utilities.
26. The Crane Contractor and The Crane Company are entitled to rely on the information provided by the Customer in planning and quoting the Services.
27. If the information provided by the Customer is incorrect or incomplete, and this prevents the Crane Contractor from safely or practically performing the Services — in whole or in part — the Customer remains responsible for payment of all hours the crane and crew were onsite or en route, including travel time, mobilization, and setup, billed at the applicable rates, regardless of whether the lift was completed.
28. Delays or additional costs arising from incorrect or incomplete information are the responsibility of the Customer.

10. Permits & Regulatory Requirements

29. Responsibility for obtaining any permits, road closure approvals, utility locates, or other regulatory requirements applicable to a specific job will be specified and agreed on a per-job basis, and may be assigned to the Customer, the Crane Contractor, or The Crane Company depending on the circumstances.
30. Where such matters are not addressed in time and this results in delay, the resulting delay will be treated in accordance with Section 6 (Downtime, Delay & Non-Performance) based on whose responsibility the unaddressed item was.

11. Limitation of Liability

To the maximum extent permitted by law, The Crane Company is not liable for:

- indirect or consequential damages
- crane operation or Contractor performance
- equipment failure or downtime
- property damage or injury arising from crane operations
- delays, costs, or losses arising from weather-related or other work stoppages described in Sections 6 and 7

12. Dispute Resolution

31. In the event of a dispute arising from or relating to these terms or any Services provided, the parties agree to first attempt to resolve the matter by good-faith negotiation within 10 Business Days of the dispute being raised in writing.
32. If negotiation fails to resolve the dispute, either party may refer the matter to non-binding mediation through a mutually agreed mediator prior to initiating legal proceedings.
33. These terms are governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The parties attorn to the exclusive jurisdiction of the courts of Ontario for the resolution of any disputes not resolved through negotiation or mediation.

13. Electronic Acceptance & Ontario Law

- 34. The Customer accepts these terms (as identified by version and date in the applicable booking confirmation) by: approving an estimate, replying “YES” via SMS or text message, confirming by email, or payment of a deposit.
- 35. The parties acknowledge that electronic acceptance — including SMS reply, email confirmation, and electronic estimate approval — constitutes a valid and binding signature and agreement under Ontario's Electronic Commerce Act, 2000, S.O. 2000, c. 17, and the federal Personal Information Protection and Electronic Documents Act (PIPEDA).
- 36. The Customer's SMS reply of “YES” constitutes their electronic signature and acknowledgment that they have received and agreed to the version of these terms identified in the booking confirmation message.

14. Personal Information

- 37. The Crane Company collects personal information (such as name, contact details, site address, and payment information) solely for the purposes of quoting, scheduling, and invoicing Services, and for coordinating with the relevant Crane Contractor.
- 38. Personal information will not be sold or shared with third parties except as necessary to deliver the Services (e.g., providing site contact details to the assigned Crane Contractor) or as required by law, in accordance with PIPEDA.

