

Danish Precast Concrete Association

General conditions of sale and delivery - May 2008



1 AB 92

The tender is submitted subject to the "General Conditions for the provision of works and supplies within building and engineering" (in Danish: "Almindelige betingelser for arbejder og leverancer i bygge- og anlægsvirksomhed") of 10 December 1992 (AB92).

2 Scope of the tender

In the event of discrepancy between the tender specifications and the specifications detailed in the tender, the specifications stated in the tender shall apply.

3 Unsold goods

Irrespective of the provisions of article 3(5) of AB92, the following shall apply to the time of delivery stated in the tender:

3.1 If it is not possible to comply with the time of delivery stated in the tender as a result of documented additional orders that are placed before acceptance, a new time of delivery shall be negotiated. Should such negotiations fail, the supplier reserves the right to cancel the tender fully or in part.

3.2 Section 3.1 is cancelled against agreement to deliver on the condition that the buyer is granted acceptance of the part of the contract that includes the supply.

4 Basis of the project - delay

Should the basis of the project as agreed upon not be available to the supplier in full at the time agreed on, the production and the delivery of the elements will be delayed until the supplier has the required capacity available.

The buyer shall pay compensation for any losses suffered as a result of the delay, this includes any unexploited production capacity during the production period originally scheduled.

5 Supplier - delay

If delayed delivery in accordance with the finally agreed detailed time schedule is caused by factors that are attributable only to the supplier, the sanction will be in the form of daily penalties per working day as a per mille (‰) of the contract sum as agreed upon.

6 Reception of elements - delay

Should the buyer not be able to receive the elements as specified in the delivery schedule, the supplier of the concrete elements shall be notified in writing immediately. If delivery is delayed in relation to the programme, the supplier may request, with five days' notice, that an intermediate storage facility be set up. The costs incurred by this arrangement shall be covered by the buyer. The buyer shall carry the risk of any elements delivered to such intermediate storage facility.

7 Supplier's quality assurance

The delivery shall be subjected to the supplier's non-project specific quality management and control, as documented by means of accredited product certification in accordance with applicable standards, cf. the certificate.

8 Delivery - place, risk, waiting time and reception control

8.1 For elements sold Ex Works, the place of delivery shall be the buyer's vehicle at the manufacturer's premises. The supplier bears the risk of the elements until these have been loaded onto the vehicle.

8.2 For elements sold Free On Truck at the construction site, the place of delivery is as close to the place of use as a fully loaded vehicle can drive on an even and stable surface. For safety reasons the place of delivery must be level, horizontal and stable, also for semi-trailers with support legs. The supplier shall bear the risk of the elements until the vehicle has reached the place of delivery. The buyer shall ensure that the demands relating to the road at the construction site and to the place of delivery are met.

8.3 The buyer shall be debited any waiting and unloading time in excess of one hour.

8.4 Upon delivery the buyer shall carry out a reception control procedure and call attention to any visible defects, including damage. If any defects are found, the supplier shall be notified forthwith.

9 Payment

9.1 Payment according to article 22(1) and (5) of AB92 shall be paid in accordance with monthly invoices on account for manufactured elements. The last date of due payment shall be fifteen working days from reception of the invoice. In addition to the provisions of article 22(1) of AB92, for deliveries totalling minimum DKK 100,000, ten per cent of the contract sum shall be payable not later than ten working days after the order has been placed, although not earlier than six months prior to the first delivery according to the delivery schedule. This sum shall be set off against the invoices on account.

9.2 For payments made according to article 22(4) of AB92, a payment schedule shall be set up in conformity with the delivery schedule agreed upon.

9.3 In addition to the fixed price, the supplier shall receive compensation for the additional expenses incurred as ordered by the government, cf. section 8 of the circular of 10 October 1991 about price and time, issued by the Danish Enterprise and Construction Authority.

9.4 In addition to the fixed price, the supplier shall receive compensation for extraordinary price increases, cf. section 9 of the circular of 10 October 1991 issued by the Danish Enterprise and Construction Authority.

10 Security

It is a condition that the buyer provides the security referred to in article 7 of AB92. This shall be effected not later than eight working days after the contract is entered into.

11 Erection

If the tender also includes erection, the standard reservations of May 2008 issued by the Danish Construction Association shall also apply and sections 8.3 and 8.4 of the above General Condition of Sale and Delivery shall be cancelled.