

# SALES AND DELIVERY TERMS FOR CONCRETE PUMPING

## 1 PRICES

- 1.1 The prices for concrete pumping are the prices stated in the price list exclusive of VAT and the environmental/regulatory fees that are applicable on the day of delivery.
- 1.2 The prices apply to one-person service within normal working hours and within a driving distance of no more than 100 km.
- 1.3 Overtime, extra personnel and back-up pumps are charged for separately.
- 1.4 Unicon A/S invoices all concrete pumping services according to the pricelist that applies on the day of delivery.

## 2 PAYMENT

- 2.1 Up to the invoice date + eight days net (for private customers).
- 2.2 Up to current month + 15 days net.
- 2.3 In the event of late payment, interest will be added and a reminder fee of DKK 100 will be charged if a written reminder is sent in accordance with the Danish Interest Act.

## 3 SETTING UP EQUIPMENT/DELIVERY

- 3.1 It is the buyer's responsibility to obtain the necessary permits for setting up in traffic areas as well as providing notification at the place of delivery.
- 3.2 Concrete pumping services are delivered at the place of use or as close to it as access conditions allow.
- 3.3 The buyer is responsible for indicating the location for setting up the concrete pumping equipment.
- 3.4 The buyer is responsible for ensuring that access conditions, the setup location etc. have sufficient bearing capacity for setting up the concrete pumping equipment. Any damage costs are to be covered by the buyer.
- 3.5 The time of delivery is when the concrete pumping equipment has been rigged and Unicon A/S is ready to start pumping concrete.
- 3.6 The buyer is responsible to ensure that Unicon A/S's employees on the building site at all times have access to the building site's eating and toilet facilities.

## 4 CHANGES AND CANCELLATION

- 4.1 If the buyer wants the time of delivery to be changed in full discharge, notification must be given no later than 3 working days (Mon-Fri) prior to the agreed date of delivery.
- 4.2 If the buyer wants changes to ordered agreements, this must be done in writing.

## 5 CERTIFICATION

- 5.1 Concrete pumping is a separate service that Unicon A/S delivers and is not covered by Unicon A/S' certification system.

## 6 RECEIPT OF DELIVERY NOTE

- 6.1 For each concrete pumping service, Unicon A/S' pumping personnel complete a pumping note with all of the required information. The buyer or its representative must acknowledge receipt on the delivery note for the concrete pumping service and for any extra services with regard to the delivery.

## 7 USABILITY

- 7.1 Unicon A/S bears no responsibility if a pumping service is requested that is not suitable to the purpose.
- 7.2 The buyer is responsible for indicating the location for setting up the concrete pumping equipment. The buyer must ensure that the concrete and its composition are suitable for concrete pumping.
- 7.3 Unicon A/S cannot be held liable for any loss of consistency or separation during the flow of the concrete in the concrete pump.

## 8 PRODUCT LIABILITY

- 8.1 Unicon A/S has taken out product liability insurance.
- 8.2 If product liability is imposed on Unicon A/S by a third party, the buyer is obligated to indemnify Unicon A/S for the part of the compensation that exceeds DKK 15 million. In case of legal action, the buyer is obligated to allow itself to face legal action in the same court that processes the claim against Unicon A/S.

## 9 OTHER LIMITATION OF LIABILITY

- 9.1 Concrete pumping takes place in accordance with the buyer's instructions and the buyer is responsible. Unicon A/S is only liable for impacts/changes in the concrete that detract from its quality if the buyer has given notification that the concrete has properties that can be impacted/changed when pumping concrete. Unicon A/S is neither liable for other quality-impacts/changes in the concrete nor depositing of the concrete.
- 9.2 In case of liability for delays, Unicon A/S' liability is maximised to the price of the delayed concrete pumping service.
- 9.3 In no case is Unicon A/S liable for operation loss, loss of time, loss of profit or other indirect loss.
- 9.4 In the event of downtime, machine damage or other breakdown of the concrete pump, Unicon A/S accepts no liability and no compensation will be paid.

## 10 COMPLAINTS

- 10.1 Any complaints shall be made in writing and immediately after (no more than 10 days after delivery) the buyer has or should have been aware of the condition, indicating the type and scope of the complaint. Otherwise the buyer has lost its right to make this claim later.

## 11 EXEMPTION FROM LIABILITY (FORCE MAJEURE)

- 11.1 Unicon A/S is exempt from liability in case of delays that are due to conditions stated in section 39 of AB 18.

## 12 DISPUTES

- 12.1 Any disputes shall be processed by the Danish Building and Construction Arbitration Board.

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