

Between

MGL building company

Chr M Østergaards Vej 11

8700 Horsens (hereinafter referred to as the Main contractor)

and

Concrete elements Ldt

Sundvej 1

8700 Horsens (hereinafter referred to as the supplier ) who have, on this day, entered into the following:

## **SUPPLY CONTRACT**

**Re: the supply of concrete elements for: 901843 dkr**

### **1.**

The bases for the delegation of the works are the following documents:

1. This contract.
2. The supplier's bid, dated 3/02/2015
3. The supplier's terms of delivery , of: 3/02/2015
4. Correction drawings, dated: 22/01/2015
5. Invitation to tender, dated: 22/01/2015
6. Case specifications (common terms), dated 22/01/2015
7. Work specifications, dated: 22/01/2015
8. Drawing schedule with architectural drawing dated: 22/01/2015
9. Drawing schedule with engineering drawings TI 1, TI 2 and TI 3, dated 22/01/2015
10. GC 92

**2.**

The Main contractor undertakes to pay the supplier for the correct execution of his contractual obligations:

**Total sum for delivery excl. VAT** Dkr. 901843

+ 25% VAT Dkr 225461

**Total sum for delivery incl. VAT** **Dkr . 1127303.8**

---

Write Danish Kroner:

**3.**

The price is fixed for the whole construction period, however, in accordance with the Building and Housing Agency's circular dated 10 October 1991 re Price and Time, § 8 and § 9.

**4.**

Billing and payment is paid according to agreement between supplier and contractor.

**5.**

The production shall be started latest the and delivery shall take place latest the 1/08/2015  
The deliveries must, furthermore, be performed in accordance with the attached Delivery Schedule.

In the event of delay, with regard to the detailed schedule, on the part of the supplier, a penalty of Dkr. 16.347,74 per working day, comprising 1% of the total contract sum, must be paid (alternatively, Danish law's general liability rules can be made applicable here).

**6.**

The supplier provides a bank guarantee to the Main contractor for any prepaid amounts in accordance with the Sales and Delivery Conditions, Section 9

**7.**

The parties shall provide security in accordance with the GC 92.

The Main contractor must provide security for the whole delivery/supply sum, excl. prepayment.

The guarantee must be established for the parties at least 8 days after the signing of the contract.

**8.**

The delivery of the contract comes with a 5 year supplier liability for defects in accordance with the provisions of AB 92, § 10, Part 4.

If the client can demonstrate that a claim concerning defects and shortcomings only with great difficulty can be directed towards the Main contractor, the claim can be made directly to the supplier.

Maria Garcia the

.....xxx..., the

On behalf of the Main contractor

On behalf of the supplier