

Between

BBH1 ApS, c/o Svanen Development A/S  
Gødvad Bakke 4  
8600 Silkeborg (hereinafter referred to as the client)

and

MGL building company  
Chr M Østergaards Vej 11  
8700 Horsens (hereinafter referred to as contractor)

who have, on this day, entered into the following:

## **MAIN CONTRACT AGREEMENT**

For the construction of Offices building in Vejlevej 19, 8700 Horsens

**1.**

The contractor undertakes the execution of works in the

**Main Contract**

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

1. This contract.
2. The contractor's bid dated 20/2/2015, subject to the reservations contained therein.
3. *Correction Letter No. 1.*
4. Invitation to tender, dated 15/01/2014
5. Conditions of contract (common terms), dated 22/1/2015.
6. Work specifications, dated 22/1/2015.
7. Drawing schedule with architectural drawings dated 22/1/2015.
8. Drawing schedule with engineering drawings dated 22/1/2015.
9. Drawing schedule with landscaping drawings, dated 22/1/2015.
10. GC 92
11. ... ..

### **3**

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

Tendered bid/ accept sum excl. VA	Dkr 3.643.518
Total contract sum excl. VAT	Dkr 17.293.415
+ 25% VAT	Dkr 4323354
Total contract sum incl. VAT	<b><u>Dkr 21616768,75</u></b>

They stipulated payments are paid according to the unit prices stated in the bid, and adjusted if necessary in compliance with GC 92.

### **4.**

The price is fixed for a period of 12 months from the bid day, however, in accordance with the Building and Housing Agency's circular dated 10 October 1991 re Price and Time, § 8 and § 9.

**5.**

Billing and payment is in accordance with GC 92

**6.**

The work must be started no later than 9/04/2015, and handed over no later than 31/12/2015.

The work must also be performed in accordance with the attached time schedule.

In case of delay on the part of the contractor, a penalty of Dkr. 2161,6 per working day, comprising 0.1% of the total contract sum, must be paid.

**7.**

There are no reservations.

**8.**

The contractor must, within 8 days of entering into a contract with the client, establish a performance bond in accordance with GC 92's § 6 re surety. The performance bond must constitute DKK 324251.53, representing 15% of the total contract sum excl. VAT.

The performance bond must be drawn up in accordance with GC 92's § 6.

**9.**

The client must, within 8 days of entering into an agreement with the contractor, provide a surety as stipulated in GC's § 7. The surety must constitute Dkr 4609158, equivalent to 3 months' average payment and must be drawn up in accordance with GC 92's § 7.

**10.**

The client must take out fire and storm damage insurance from the beginning of the construction works. The contractor, and possible subcontractors, must be included as insured in the client's insurance policy.

The contractor has taken out the usual liability insurance from: RUNA a/s

**11.**

Other specific terms :

Could be (the main contractor's possible demands regarding advance payments for deliveries more than 20 days before delivery. "the client is obliged to pay 10% of the bid list price for concrete elements within 10 working days after the order for concrete deliveries are issued. The main contractor must provide surety for the prepaid amount in the form of back guarantee.")

Executives who have power of attorney. (authorized persons to make binding agreements instead the client and contractor.)

For client: BBH1 ApS, c/o Svanen Development A/S

For contractor: MGL building company

Date: 8/3/2015

On behalf of the client... ..

On behalf of the contractor