

Between

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

and

A/S rasmus turner  
Amaliegade 12  
8700 Horsens (hereinafter referred to as the subcontractor) there has, on this day, been entered into the following:

## SUBCONTRACT AGREEMENT

Regarding the execution of the carpentry contract on: Offices building in Vejlevej 19

### 1.

The contractor undertakes the execution of works as a subcontractor in the  
**individual trade contract** procurement form

### 2.

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

1. This contract.
2. The contractor's bid dated 20/2/2014
3. Correction Letter No. 1.
4. Invitation to tender, dated 15/2/2014.
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. 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 Main contractor undertakes to pay the subcontractor for the correct execution of his contractual obligations:

Total contract sum excl. VAT	kr. 1.135.783
+ 25% VAT	<u>kr. 283945.7</u>
<b>Total contract sum incl. VAT</b>	<b><u>kr. 1.419.729</u></b>

Write Dkr:

4.

The price is fixed for a period of 12 months from the bid day/ 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.

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

.Handing over in accordance with GC 92 is achieved by handing over of the collective construction works to the client.

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

In case of delay on the part of the subcontractor, a penalty of Dkr. 1419.729 per working day, comprising 0.1% of the total contract sum, must be paid (alternatively, Danish law's general liability rules can be made applicable here). Use only one of them.

7.

Additional works may not be commenced without a written agreement between the Main contractor and subcontractor.

There can be no agreement between the subcontractor and client about the work covered by this subcontract agreement.

**8.**

The are no reservations.

**9.**

The subcontractor must, within 8 days of entering into a contract with the Main contractor, establish a performance bond in accordance with GC 92 § 6's named surety. The performance bond must constitute 15% of the total subcontract sum excl. VAT, Dkr.:212959,00. The performance bond will be reduced thereafter pursuant to AB 92.

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

**10.**

The Main contractor must, within 8 days of entering into an agreement with the subcontractor, provide a surety as stipulated in GC's § 7. The surety must constitute 3 months' average payment, but minimum 10% of the subcontract sum excl. VAT, Dkr.:141972.9,00 and must be drawn up in accordance with GC 92's § 7.

**11.**

The subcontractor must be included in the client's fire and storm damage insurance policy.

The subcontractor has taken out the usual liability insurance from: RUNA A/S.

**12.**

The subcontractor acknowledges that claims regarding defects and shortcomings, in accordance with the circumstances mentioned in GC 92 § 5, Part 5, by the client shall be enforceable directly against the subcontractor, and that disputes concerning defects should be treated by the Tribunal for the Construction and Civil Engineering Industry

**13.**

Executives who have power of attorney.

For the Main contractor: María García Lloris

For the subcontractor: Klaus Rassmussen

Maria Garcia, the 16/3/2015  
16/3/2015

Rasmus Turner , the

On behalf of the Main contractor... ..

On behalf of the subcontractor ... ..