



Date: 03/03/2011

Between

HHA

Chr. Østergaardsvej 4, room F3.02a

8700 Horsens (hereinafter referred to as contractor)

And

Demolition Crash

Kollegievaenget 3, A

8700 Horsens (hereinafter referred to as contractor)

Who have, on this day, been entered into the following:

SUBCONTRACT AGREEMENT

Regarding the execution of the demolition contract on: "Moldevej 29-39 Vejle".

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 02.02.2011
3. Correction Letter No. 1, dated 27.12.2011
4. Invitation to tender, dated 20.12.2010
5. Conditions of contract (common terms), dated 29.12.2010
6. Work specifications, dated 29.12.2010
7. Tegningsliste architectural drawings no.: 01.24.901, dated 29.12.2010
8. Drawing schedule with engineering drawings TI 1, TI 2 and TI 3, dated 29.12.2010
10. Architectural and engineering drawings in accordance with the aforementioned drawing schedules, dated 29.12.2010
11. Main tender forms and sub tender forms, dated 20.12.2010
12. GC 92 with changes

In case of any discrepancy between the above documents, the documents take precedence in the order listed.

3.

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

Total contract sum excl. VAT	Dkr. 6 000 000, 00
+ 25% VAT	Dkr. 1 500 000, 00
Total contract sum incl. VAT	<u>Dkr. 7 500 000, 00 kr</u>

Write Dakar: Seven millions five hundred.

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 as stated in the invitation to the subcontractor.

6.

The work must be started no later than 07.04.2011, and handed over no later than 31.07.2011. 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.6 000 per working day, comprising 1‰ of the total contract sum, must be paid.

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 reservations taken in the bid are hereby approved, except for the ones mentioned below, which are void:

Standard Reservations of March 2001, paragraphs 3, 7 and 8.

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. 900000, 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. 600000,00 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 xxxxxx.

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: HHA Construction

For the subcontractor: Demolition

Demolition Crash
On behalf of the subcontractor

HHA Construction
On behalf of the contractor