

Between

VIAConstruction Ltd
Kollevaengiet 24/205 8700 Horsens
8700 Horsens

and

Peter Larsen
Rådhuspladsen 2
8000 Aarhus

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

SUBCONTRACT AGREEMENT

Regarding the execution of the Masonry contract on: an office building with 2 storeys and the establishment of roads, paths and parking areas.

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 27.02.2013
3. Invitation to tender, dated 08.03.2013
4. Conditions of contract (common terms), dated 13.03.2013
5. Work specifications, dated 13.03.2013
6. Drawing schedule with architectural drawings dated 15.03.2013
7. Drawing schedule with engineering drawings, dated 15.03.2013
8. Drawing schedule with landscaping drawings, dated 15.03.2013
9. GC 92

3.

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

Total contract sum excl. VAT	kr. 1.000.771
+ 25% VAT	<u>kr. 250.192,75</u>
Total contract sum incl. VAT	<u>kr. 1.250.963,75</u>

Write Dkr: One million two hundred and fifty thousand nine hundred sixty-three and seventy-five

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.

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Billing and payment is in accordance with GC 92

6.

The work must be started no later than 20/05/2013, and handed over no later than 25/08/2013

.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. 9.382,23 per working day, comprising 0,75% 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 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.: 150.115,65 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.:100.077,1 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 TRYG.

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: Maria Prieto

For the subcontractor: Peter Larsen

Date: 20/03/2013

On behalf of the Main contractor Maria Prieto

On behalf of the subcontractor Peter Larsen