

GENERAL TERMS OF SALE AND DELIVERY FOR THE DELIVERY OF CONCRETE PUMPING SERVICES



1. SCOPE

These Terms of Sale and Delivery (the Terms) shall apply in the contractual relationship between the concrete buyer (the Customer) and the supplier of the pumping service (the Supplier), unless otherwise agreed in writing between the parties.

2. THE PRICE – CALCULATION OF THE PRICE

The price of pumping services shall be calculated in each case per hour, per m³ concrete pumped or as a combination of these. The Supplier's price list in force from time to time shall apply unless otherwise agreed in writing. The price shall cover the pump ordered with the standard equipment and operator. A surcharge shall be paid in accordance with the Supplier's price list or as agreed for any additional equipment ordered, including transport of such equipment, escort, board and lodging, overtime payment, shift supplement, additional manpower, necessary permissions and any inspections. Any surcharges shall be specified in the invoice.

When the price is calculated per hour, the time shall be calculated from when the pump leaves the Supplier's premises or other agreed location until the pump is back at the same location or another agreed location, fully washed. Part of half an hour shall be counted as half an hour. The minimum payment shall be for 2 hours.

3. THE CUSTOMER'S DUTY OF DISCLOSURE, ETC.

The Customer shall be responsible for providing the Supplier with complete, correct information on the assignment. The Customer is aware that the Supplier uses this information as the basis for concluding and performing the contract. The Customer shall always state:

- whether there are any special impediments, risks or factors that will impede the assignment or render it difficult;
- whether the assignment requires the use of special equipment, additional work, diversion, assistants, etc.;
- whether there are air lines, cables, barriers, bridges, narrow passages or other impediments or circumstances that will render pump transport, access or erection or the performance of the work difficult.

Moreover, the Customer shall provide information on the person responsible for coordination, HSE and regulations at the workplace, and specify where machines are to be erected at the workplace. The Customer shall guarantee that roads and erection sites he specifies are accessible, have adequate load-bearing capacity and are otherwise fit for the performance of the work. The Customer shall also guarantee that necessary licences and calculations are obtained for loading building components or intervening in buildings or systems. The Supplier undertakes, on request, to provide the Customer with the necessary information on the pump's axle load, support leg load, total weight and working radius.

The Customer shall meet his duty of disclosure under Clause 3 by 10.00 on the last working day before the start of the work. However, information on high-voltage power lines shall be provided at the latest 24 hours before the pumping equipment is rigged up or the pump vehicle arrives.

All equipment that is to be used and is made available by the Customer shall meet public authority requirements. If the assignment requires the use of an assistant, assistance to lay pipes or a signal man, the Customer undertakes to ensure that such personnel are available and that they have the necessary qualifications for the work they are to perform. If, after a professional assessment, the Supplier considers that the assignment needs to be performed with a larger pump or a different pump type from the

one ordered or for which the Customer's information has provided the basis, the Customer undertakes to accept this and to compensate the Supplier for all additional costs, including for time spent waiting for the pump ordered. The Supplier undertakes to complete the assignment if a usable pump can be obtained within a reasonable time.

The Customer shall be responsible for indicating the site for any surplus concrete and a place for washing.

4. THE SUPPLIER'S AREA OF RESPONSIBILITY

The Supplier shall be responsible for:

- a) the work being performed professionally.
- b) the pump and its equipment being in good condition and meeting the relevant safety requirements.
- c) the pump being handled by skilled personnel.
- d) valid certificates and other necessary licences having been obtained.

Concrete shall be pumped in accordance with the Customer's instructions and at the Customer's risk, while the Supplier shall be responsible for the technical aspects of the pumping. Communication between the Customer and the Supplier about the pumping shall not be regarded as advice by the Supplier.

5. POSTPONEMENT, CANCELLATION

A pumping assignment may be postponed or cancelled at no charge if the Supplier is notified of the postponement by 12.00 on the last working day before the agreed pumping day. If the assignment is not performed within three weeks after the agreed pumping day, the assignment shall be regarded as having been cancelled. If the Customer postpones or cancels the assignment after the end of this time limit, the Supplier shall be entitled to compensation of 10 % of the assignment's expected gross contract price. Payment shall, however, be for at least 2 hours. In addition, all preparatory works shall be compensated in full according to the applicable hourly rate.

If the assignment is postponed or cancelled but subsequently still performed within three months of the agreed pumping day by another pump hirer or by the Customer himself, the Supplier shall be entitled to full compensation, including compensation for loss of earnings, unless the cancellation is due to factors for which the Supplier is liable and which may form the basis of a claim to cancel the contract.

6. DELAY – FORCE MAJEURE

A delay that is not material may not be asserted by the party affected by the delay. If the delay is material, the party affected may demand compensation and/or cancel the contract. If the Customer fails to comply with the time limit in Clause 3, this shall always be regarded as material delay. In the event of repeated materially delayed payment, the Supplier may, in addition to asserting Clause 11, cancel the contract if the assignment has not been completed. If the delay is due to gross negligence or intent by the delayed party, the other party may claim compensation notwithstanding the provision above.

Nor shall delay form the basis for compensation or cancellation when the delayed party substantiates that the delay was due to impediments beyond his control that he could not reasonably have been expected to consider at the time of concluding the contract or to avoid or overcome the consequences of, such as strike, traffic impediment, failure of fuel or material supply, power cut, unforeseen failure of equipment, machinery, etc.

7. COMPENSATION AND CANCELLATION OF THE CONTRACT

The Supplier may demand that the Customer compensate any loss, damage or additional cost

that the Supplier may incur on account of non-disclosure of information or incorrect, incomplete or inaccurate information from the Customer. In the event of material breach of the duty of disclosure, the Supplier may also cancel the contract. The Customer shall compensate all damage to the pump or equipment caused by the Customer, his employees, others acting on his behalf or anyone to whom he has granted access to the workplace or any such damage that is the consequence of a lack of safety, locking, security guard or similar at the workplace.

If, before the assignment has been completed, the Customer is in breach of his payment obligations, suspends his payments or files a petition for debt settlement proceedings or bankruptcy, is declared bankrupt or otherwise materially neglects his obligations under this contract, the Supplier may cancel the contract unless the Customer immediately lodges adequate security when requested to do so.

If the Customer is in material breach of his obligations under the contract, breaches safety regulations or otherwise commits or neglects to commit acts with a consequent risk to personnel or equipment, the Supplier may cancel the contract.

In the event of cancellation for reasons for which the Customer is responsible, the Supplier may demand full compensation, including compensation for loss of earnings.

In the event of cancellation for reasons beyond the Customer's control which are not the fault of the Supplier, the Supplier may demand full compensation for all costs incurred in connection with the assignment. Time spent on the assignment shall be compensated at the agreed price.

9. OTHER LIABILITY PROVISIONS

One party shall be liable for the other party's loss as a consequence of negligent acts committed by the first party or someone for whom he is liable when the loss is an expected consequence of the act. The Supplier's liability for damages shall, in all cases, be limited to the Customer's direct loss. Indirect loss shall include loss as a consequence of business interruption, consequential loss, daily penalties, compensation to another contracting party, etc. The liability for damages shall have a maximum limit of the contract price for the assignment unless the Supplier is insured for a higher amount and the loss is covered by the insurance.

The Supplier shall not be liable to the Customer for delayed concrete delivery or deficiencies in the concrete delivered.

10. INSURANCE

The Supplier shall be under an obligation to ensure, at his own cost, that any insurance specified by law or public regulation is in place. If the Customer wants any special insurance taken out by the Supplier, this shall be agreed separately. Any expenses associated with such insurance shall be paid by the Customer.

11. TERMS OF PAYMENT

If the assignment is ordered by several Customers jointly, they shall be jointly and severally liable for payment to the Supplier.

If payment is delayed, default interest shall be paid in accordance with the Norwegian Default Interest Act.

12. DISPUTES

Any disputes arising out of the Terms shall be settled by the ordinary courts unless otherwise agreed. The Supplier's venue shall be agreed upon in all disputes under this contract. Norwegian law shall govern this contract.