



**GENERAL CONDITIONS FOR THE SUPPLY AND ERECTION
OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS
Brussels, September 2001**

PREAMBLE

1. These General Conditions shall apply when the parties agree In Writing or otherwise thereto. When the General Conditions apply to a specific contract, modifications of or deviations from them must be agreed In Writing.

DEFINITIONS

2. In these General Conditions the following terms shall have the meanings herein assigned to them :

- **"Contract"** shall mean the written agreement between the parties concerning performance of the Works, and all appendices, including agreed amendments and additions to the said documents.

- **"Contract Price"** shall mean the payment to be made for the Works. If erection is to be carried out on a time basis and has not been completed, the Contract Price for the purposes of Clauses 17, 40, 41 and 47 shall be the price for the Plant with the addition of 10 per cent or of any other percentage that may have been agreed by the parties.

- **"Gross Negligence"** shall mean an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such act or omission.

- **"In Writing"** shall mean communication by document signed by the parties, or by letter, fax, electronic mail and by such other means as are agreed by the parties.

- **"Plant"** shall mean all machinery, apparatus, materials and articles to be supplied by the Contractor under the Contract.

- **"Site"** shall mean the place where the Plant is to be erected, including as much of the surrounding area as is necessary for unloading, storage and internal transport of the Plant and erection equipment.

- **"Works"** shall mean the Plant including the erection and other work to be carried out by the Contractor under the Contract. If the Works according to the Contract shall be taken over by separate sections intended to be used independently from each other, these Conditions shall apply to each section separately. The term "Works" shall then refer to the section in question.

PRODUCT INFORMATION

3. All information and data contained in general product documentation and price lists, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the Contract.

DRAWINGS AND DESCRIPTIONS

4. All drawings and technical documents relating to the Works submitted by one party to the other prior or subsequent to the formation of the Contract shall remain the property of the submitting party.

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party.

5. The Contractor shall, not later than at the date of taking-over, provide free of charge information and drawings which are necessary to permit the Purchaser to commission, operate and maintain the Works. Such information and drawings shall be supplied in the number of copies agreed upon or at least one copy of each. The Contractor shall not be obliged to provide manufacturing drawings for the Plant or for spare parts.

TESTS BEFORE SHIPMENT

6. If tests before shipment are provided for in the Contract they shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours.

If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.

7. The Contractor shall notify the Purchaser In Writing of these tests in sufficient time to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Purchaser and shall be accepted as accurate.

8. If the tests show the Plant not to be in accordance with the Contract, the Contractor shall without delay remedy any deficiencies in order to ensure that the Plant complies with the Contract. New tests shall then be carried out at the Purchaser's request, unless the deficiency was insignificant.

9. The Contractor shall bear all costs for tests carried out at the place of manufacture. The Purchaser shall however bear all travelling and living expenses for his representatives in connection with such tests.

