



## GENERAL CONDITIONS for the SUPPLY AND INSTALLATION OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS

Brussels, January 2014

### PREAMBLE

1. These General Conditions shall apply when the parties agree In Writing or otherwise thereto. Any modifications of or deviations from them must be agreed In Writing.

### DEFINITIONS

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

- **“Contract”**: the agreement In Writing between the parties concerning delivery and performance of the Works and all appendices, including agreed amendments and additions In Writing to the said documents;

- **“Contract Price”**: the payment to be made for the Works. If installation is to be carried out on a time basis and has not been completed, the Contract Price for the purposes of Clauses 21, 43, 44 and 51 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”**: 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 an act or omission;

- **“In Writing”**: communication by document signed by both parties or by letter, fax, electronic mail and by such other means as are agreed by the parties;

- **“Plant”**: the machinery, apparatus, materials, articles, documentation, software and other products to be supplied by the Contractor under the Contract;

- **“Site”**: the place where the Plant is to be installed, including as much of the surrounding area as is necessary for unloading, storage and internal transport of the Plant and installation equipment;

- **“Works”**: the Plant, installation of the Plant and any other work to be carried out by the Contractor under the Contract. If the Works shall according to the Contract 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 shall be binding only to the extent that they are by reference In Writing expressly included in the Contract.

### DRAWINGS AND TECHNICAL INFORMATION

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. Tests before shipment of the Plant provided for in the Contract 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 before shipment of the Plant. The Purchaser shall however bear all travelling and living expenses for his representatives in connection with such tests.