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Common Conditions (English version)

§ 1. THE ENTERPRISE AGREEMENT

PCS. 1. The agreement regarding execution of contracts for the Wolmer Group is made upon acceptance or commencement of the contract

PCS. 2. The contractor can only transfer the contract in whole or in part to another UE with the consent of the Wolmer Group.

PCS. 3. The contractor cannot, on behalf of the Wolmer Group, enter into an agreement with a client about extra work for the contract.

PCS. 4. During the construction period, and until 12 months after handover, the contractor cannot enter into agreements with the client or other actors regarding the execution of works that Wolmer Gruppen also offers to the same client, breach of contract value is set at DKK 300,000.00 as a fine.

§ 2. ERRORS AND INCOMPATIBILITIES IN THE BASIS OF THE AGREEMENT

PCS. 1. Errors in the basis of the agreement do not entitle Wolmer Gruppen or the contractor to cancel the construction contract. If the error is not of insignificant importance, the contractor can demand payment for additional services and Wolmer Gruppen can demand a deduction from the contract sum for savings that the error may cause. However, such a claim must be made immediately after the party who wants to assert the claim has or should have discovered the error.

PCS. 2. If the drawings and description do not provide sufficient guidance for the execution of individual parts of the contract, or if there are discrepancies, the contractor must obtain Wolmer Gruppen's decision.

PCS. 3. If the contractor finds that, due to circumstances which he could not have considered when accepting the construction contract, he cannot assume responsibility for carrying out parts of the work, if it is carried out in accordance with the instructions in the project material, he must clearly and unequivocally state this to the Wolmer Group. He is then obliged to carefully follow the instructions given regarding the performance and the security under this.

§ 3. PERFORMANCE OF THE CONTRACT

PCS. 1. The contractor is obliged to inform himself of the supervision/planner - when the contract can begin.

PCS. 2. The undertaking must be carried out in strict accordance with the contract, and related appendices (job description, drawings, requisitions, timetable, etc.) and present all additional services required for the completion of the undertaking, including clean-up and evacuation. The contractor himself supplies the necessary tools and aids for the correct execution of the work.

PCS. 3. Wolmer Gruppen has the determining main lines laid out, while all other laying is carried out by the contractor.

PCS. 4. The contractor is obliged to use or purchase the materials prescribed by the Wolmer Group. The materials must be used responsibly by the contractor.

PCS. 5. The undertaking must be carried out beautifully, solidly and in accordance with good craftsmanship, as well as carried out in accordance with current regulations and approved by the local authorities, the Wolmer Group and the client. The contractor must not install materials that are damaged, have manufacturing defects or lack or lack CE marking where this is required. Otherwise, the contractor must bear all costs in connection with a replacement as well as the associated materials.

PCS. 6. After receiving the materials, the contractor is responsible for ensuring that the materials are not lost or damaged – this also applies to any surplus materials that are not used.

The contractor is obliged to carry out a receiving inspection of these materials. After receipt, further transport of the Materials is the responsibility of the contractor.

PCS. 7. Complaints about errors or defects in materials must be made immediately after receipt. Complaints must be submitted to the Wolmer Group on the same day the item is delivered to the construction site. If the contractor is not at the site at the time of delivery, any complaints must be submitted on the same day the contractor arrives at the site.

PCS. 8. No extra work may be carried out without an express request, which the contractor must request in writing from Wolmer Gruppen

§ 4. COOPERATION

PCS. 1. The contractor must cooperate with other contractors and negotiate with the inspectorate in time, so that errors and delays that may arise from a lack of cooperation between the contractor are avoided.

PCS. 2. It is the contractor's responsibility to clean up and evacuate every day. If, in Wolmer Gruppen's opinion, this clean-up is not satisfactory, Wolmer Gruppen is entitled to have clean-up carried out at the contractor's expense.

PCS. 3. The contractor is obliged to sort all waste at source. The waste must be placed according to agreement with the inspectorate. The contractor must take away the waste for which no space can be allocated at the end of working hours. If the waste sorting at Wolmer Gruppen's discretion warrants sorting and disposal at the contractor's expense. Burning of waste on the construction site must not take place.

PCS. 4. The contractor is a representative of Wolmer Gruppen vis-à-vis third parties and must therefore act loyally towards Wolmer Gruppen and the working methods and solutions that have been instructed by Wolmer Gruppen.

PCS. 5. Drinking must not be encouraged on the Wolmer Group's construction sites. Bottles and capsules may only be found in garbage trucks and cars.

PCS. 6. The contractor is obliged to carry out any type of welfare and safety measure that may be required by the authorities. The contractor bears full responsibility for ensuring that the safety measures are established and intact. If the contractor sets up scavengers on the construction site, he must ensure that they are heated himself. If the scavengers are connected to the electricity installation on the plot, consumption must be settled. If Wolmer Gruppen or the main contractor provides a dustbin, the contractor is obliged to pay a partial share of this for cleaning.

PCS. 7. The contractor is obliged to ensure that there is a telephone on the site. There must be unhindered access to the telephone when there are people employed on the site - also outside normal working hours.

PCS. 8. It is the contractor's responsibility to continuously inform the inspectorate/planner of the state of the work in relation to the schedule. Especially if any deviations can have an impact on subsequent contracts.

§ 5. DEADLINES

PCS. 1. The contractor is obliged to carry out the work at the right time, and according to the deadlines specified in the basis of the agreement - the start-up date must always be observed; however the contractor can request an extension of deadlines in the following cases.

A) In the event of a delay in deliveries or work performed by Wolmer Group itself or by other contractors.

B) In the event of major disruptions in the progress of the work, caused through no fault of the contractor due to conditions over which he is not the master, e.g. war, fire, strikes or lockouts as well as unusual natural events.

C) In the event of changes to working hours, which are required by the Wolmer Group, and which cause a delay in this. D) In case the work must be stopped or delayed by public order.

PCS. 2. The contractor is, however, obliged to ensure that delays are avoided or limited by such dispositions as may reasonably be required of him/her.

PCS. 3. The contractor must immediately notify Wolmer Gruppen in writing when he considers himself entitled to an extension of the deadline and, on request, prove that the delay that has occurred is due to the claimed condition.

§ 6. WINTER MEASURES

PCS. 1. The contractor is obliged to carry out winter construction with extended winter measures. The contractor must organize his work in such a way that stoppages due to frost, snow or wind are avoided as far as possible.

PCS. 2. The company sum is incl. expenses for winter measures, both the collective agreement and the extended winter measures. However, the client bears costs for electricity, gas, oil or district heating in connection with heating the building.

§ 7. RESPONSIBILITY AND RISK

PCS. 1. The contractor is liable to the Wolmer Gruppen for expenses relating to the work which, through error or negligence on his part, may have been incurred by the Wolmer Gruppen.

PCS. 2. Damage caused by the contractor must be reported to the construction management immediately after the damage is discovered, and the contractor is obliged to pay for the necessary repairs.

PCS. 3. Wolmer Gruppen is not responsible for damage that contractors may cause to each other's work, equipment, and materials.

PCS. 4. Until Wolmer Gruppen's handover to the client, the contractor bears the risk for all parts of the work, and he must maintain them until this time.

PCS. 5. Adjacent plots and existing boundaries, fences, roads, pavements, etc. must be unconditionally respected, and damage must be repaired immediately by the contractor causing the damage. Any existing damage must be registered and notified to the inspectorate before the work starts.

PCS. 6. Remedy of the errors and deficiencies alleged by the Wolmer Group must be done within 8 working days from the time they are notified to the contractor in writing. When the remedy has taken place, the contractor must notify Wolmer Gruppen of this in writing. If remediation has not taken place before the expiry of the time limit, or if the contractor has not objected to the remediation requirement in writing within the same period, Wolmer Gruppen issues a reminder demand. If the contractor does not immediately and within 3 working days from receipt of the reminder demand, remedial measures are taken, Wolmer Gruppen is entitled to have remedial measures carried out at the contractor's expense. If Wolmer Gruppen, after receiving the contractor's written notification that the remedy has taken place, does not believe that the defects have been properly remedied, Wolmer Gruppen must notify the contractor in writing within 2 weeks of which defects are still claimed. Should the contractor not immediately remedy these errors and deficiencies, Wolmer Gruppen is entitled to have these rectified at the contractor's expense.

PCS. 7. The contractor's responsibility for errors and defects in the contract ends 14 months after Wolmer Gruppen hands over the construction, in which deliveries are included, however at the latest after a 1-year inspection of the construction has been held, and after all errors and defects have been remedied.

The Wolmer Group reserves the right to assign a 1-year review to the executing contractor or third party.

Cessation of responsibility for errors and omissions for the contractor does not apply to errors and omissions that have not been ascertained at the time of the annual inspection, as errors and omissions which are claimed or proven later and for which Wolmer Gruppen in relation to the client or later owner may be responsible, can be asserted against the contractor either as a recourse claim or as a direct claim.

However, the contractor acknowledges in all cases that he may be sued together with the Wolmer Group or subsequent buyers due to the parties' mutual relationship.

PCS. 8. If errors and defects require immediate rectification and the contractor is not immediately able to carry out rectification, Wolmer Gruppen is entitled to carry out rectification at the contractor's expense.

PCS. 9. If errors and/or deficiencies require substantial compensation, the period of responsibility for the relevant parts of the work is only calculated from the time when these works have been completed and written notification of this has been given to Wolmer Gruppen.

PCS. 10. Work which Wolmer Gruppen has carried out or had carried out for the contractor's account, cf. above, can be required to be paid in accordance with the guarantee provided, cf. section 10 subsection 1.

PCS. 11. For errors and omissions, see above, the contractor is otherwise liable for compensation according to the general rules of compensation under Danish law.

PCS. 12. The contractor undertakes to comply with the Danish collective agreement, tax regulations and other applicable legislation regarding foreign workforce. The Wolmer Group is not responsible for discrepancies with the individual contractor.

It is a requirement that the contractor is a member of a relevant industry organization when the contractor has employees in the company.

§ 8. REPEAL

PCS. 1. If such delays occur during the work that it is obvious that the completion of the work will be significantly delayed, Wolmer Gruppen has the right to deprive the contractor of the work and have it completed at his expense, see section 5 subsection 1. The Wolmer Group has the same right, if the contractor neglects his duties otherwise in an inappropriate manner.

PCS. 2. Before the new contractor begins the work, measures must be taken by Wolmer Gruppen to seek the scope and, if there is disagreement about this, the quality of the work carried out so far ascertained, in which case the contractor must have the opportunity to look after his interests.

§ 9. ECONOMY

PCS. 1. The contractor settles the agreed invoice amount to the Wolmer Gruppen with the current month + 30 days after the work has been approved without defects by both the client and the Wolmer Gruppen. Extra work is settled monthly + 30 days according to the same principles. Invoices are only received on the relevant invoice e-mail no later than 3 calendar days before the end of the month, invoices received later than this date will be paid on a rolling month 60 days.

PCS. 2. Extra work that is agreed in accordance with § 3. subsection 7. must be invoiced on a separate invoice.

PCS. 3. If no other written agreement has been made, there will be no payment on account for work performed, etc. This means that the entire contract must be completed and approved by the Wolmer Group before a request for payment of the contract sum must be submitted.

PCS. 4. The request/final report must be sent no later than 3 working days after the work has been completed/approved, with attached process control and whatever else may be relevant to the case. If the final statement has not been received by Wolmer Gruppen within this period, Wolmer Gruppen can demand that the statement be forwarded within 10 working days. If the statement is then not forwarded before the end of this period, the contractor forfeits his claim to remuneration for extra work that has been carried out as invoiced work.

PCS. 5. Upon acceptance of the contract by the Contractor, Wolmer Gruppen reserves the right to offset/balance receivables in all companies within Wolmer Gruppen, including: Wolmer Gruppen Adm (CVR 29600341), Wolmer Gruppen Prof (CVR 27134491) and Wolmer Gruppen Boligmaler (CVR 37431273). Across companies.

§ 10. PROVISION OF SECURITY

PCS. 1 As security for the fulfillment of its obligations in connection with remedying errors and defects, the contractor provides a guarantee to Wolmer Gruppen. The guarantee is provided in the form of a banknote contractor's guarantee, which is drawn up by the Wolmer Group and provided by the contractor's bank. The guaranteed sum must at least amount to an amount corresponding to 15% of the undertaking sum which the contractor is expected to obtain from Wolmer Gruppen. The Wolmer Group is entitled at any time, if the extent of the expected undertaking sum becomes higher or is estimated to be higher than assumed at the time of the guarantee, to demand a reassessment of the guarantee.

PCS. 2 The guarantee applies for the time being and ceases at the earliest when 18 months have passed from the time when the cooperation between the guaranteed requester and the guaranteed creditor has ceased,

unless complaints have been made about work covered by this guarantee before the expiry of this period. In this case, the guarantee will only expire when the work complained of has been rectified.

PCS. 3. Wolmer Gruppen is entitled to withhold 10% of each invoice the contractor has sent if the bank guarantee has not been provided and approved by Wolmer Gruppen. This also applies to any increase in the guarantee provided j. f. paragraph 1. The release of the 10% takes place according to provisions in subsection 2.

PCS. 4. Wolmer Gruppen can in certain cases refrain from claiming a guarantee.

§ 11 DISPUTES

PCS. 1. In case of disagreement about the extent of the defects, etc. Among other things, § 7, Wolmer Gruppen is entitled to withhold the contract sum, either in whole or in part until the extent, etc. has been identified and all deficiencies have been remedied. For the sake of the Wolmer Gruppen's contractual obligations towards the client, the Wolmer Gruppen is entitled to hand over the house to the client before the defects have been finally identified or rectified and remedied and regardless of compliance.

PCS. 2 The parties shall, as far as possible, seek to resolve disputes about the craftsmanship through sub-judicial inspection & assessment, according to section 343 of the Administrative Procedure Act. construction business. To the extent deemed necessary, the contractor is obliged to respect and wait for the client to be involved in the dispute as a party in connection with the holding of extrajudicial assessment and assessment, which may have been initiated by the Wolmer Group or a client in accordance with section 343 of the Administrative Procedure Act, so that the result (the assessment statement) is included as valid evidence, including in connection with any subsequent court proceedings. In such cases, Wolmer Gruppen will ensure that the contractor is given insight into the pending assessment case to the relevant extent.

PCS. 3. In the event that errors and deficiencies are found in the work carried out by the contractor, the contractor is liable for the costs associated with a possible sub-judicial review and assessment in accordance with section 343 of the Norwegian Administration of Justice Act, including costs for court fees, assessor, Wolmer Gruppen and the Wolmer Gruppen's legal assistance, if any, as well as costs that the Wolmer Gruppen may be required to pay to others in connection with the inspection and assessment or any subsequent court action. This applies regardless of whether the inspection and estimate are initiated by the contractor, the Wolmer Group or the client.

PCS. 4. If a dispute has given rise to the need to carry out an inspection and assessment, any right of rectification for the contractor has lapsed, and Wolmer Gruppen is entitled, at the contractor's expense, to rectify or have the defects and deficiencies rectified, which has been ascertained by the inspection and assessment held. Wolmer Gruppen is entitled to set off in any withheld company sum for the expenses and costs mentioned above. If any withheld company sum is not sufficient to cover the expenses and costs incurred, the contractor is liable to compensate Wolmer Gruppen for any remaining amount.

§ 12. CONFIDENTIALITY

It has been irrevocably agreed between the parties that the overall content of this agreement is completely confidential, which is why nothing of the agreement may be disclosed to third parties. This applies to both text, drawings and agreed prices. Likewise, any cartel formation between other contractors is to be regarded as a breach of the agreement and the injured party is entitled to receive full coverage for any loss he may incur.