



**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 an otherwise blank. When the General Conditions apply to a specific contract, modifications or additions have been made by 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 amendments, including agreed modifications and additions to the said documents.

- "Contract Price" shall mean the payment to be made for the Works. If payment is to be carried out on a time basis and has not been completed, the Contract Price for the purposes of Clauses 17, 18, 41 and 47 shall be the price for the Works with the addition of 10 per centum of any other percentage that may have been agreed by the parties.

- "Contract Discharge" shall mean an act or omission implying either a failure to pay that agreed in writing or acceptance, which a contractual contracting party would normally be free to do so, or a discharge (derived of the consequences) of such act or omission.

- "The Working" shall mean communication by document agreed 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 all work of the engineering site as is necessary for unloading, storage and loading 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 terms according to the Contract shall be taken into by separate sections instructed by the client 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 to 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 its 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 required experiments, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned at 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 so far as above the Plant can be in its accordance with the Contract, the Contractor shall, without delay, notify any deficiencies in order to ensure that the Plant complies with the Contract, these 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 representative in connection with such tests.