

CONTRACT

for Supply and Erection in accordance with NLM 19 E

CONTRACTOR		PURCHASER	
Name and address		Name and address	
Company registration number		Company registration number	
Telephone	Telefax	Telephone	Telefax
E-mail		E-mail	

The Contractor and the Purchaser have concluded the following Contract:

**§ 1.
Scope of the Works**

According to this Contract the Contractor undertakes to deliver the following (NLM 19 E Clause 9):

**§ 2.
Contract Price,
Payment and
Invoicing**

1. In amendment of NLM 19 E Clause 23 payment shall be made as follows:

**§ 2.
Contract Price,
Payment and
Invoicing (continued)**

2. Payment for the Works shall be made as follows (fill in the appropriate alternative):

ALTERNATIVE A:

Erection shall be carried out for a lump sum included in the Contract Price (NLM 19 E Clause 23.1 and Clause 25). The Contract Price, exclusive of VAT, is:

ALTERNATIVE B:

Erection shall be carried out on a time basis (NLM 19 E Clause 23.2 and Clause 24) and the price for the Plant, exclusive of VAT, is:

When erection is carried out on a time basis the following rates shall apply:

BOARD AND LODGING (NLM 19 E Clause 24.2)

Category of personnel	Allowance per day

NORMAL WORKING HOURS (NLM 19 E Clause 24.3)

Category of personnel	Allowance per day

OVERTIME WORK (NLM 19 E Clause 24.4)

Category of personnel	Allowance per day

**§ 3.
Site**

The Site is (NLM 19 E Clause 2):

**§ 4.
Contract Documents**

This Contract incorporates the following documents, which – unless circumstances clearly indicate otherwise – shall apply in the following order:

1.	This Contract document
2.	General Conditions NLM 19 E
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

**§ 5.
Drawings, etc.**

The Contractor shall, no later than at taking over (cf. NLM 19 E Clause 43) provide the herein specified number of copies of the following documents regarding commissioning, operation and maintenance of the Works (NLM 19 E Clause 5):

Title, reference number, etc.	Number of copies

**§ 6.
Confidentiality**

The following technical and commercial information is confidential (NLM 19 E Clause 6):

Confidential information provided by the Contractor

Confidential information provided by the Purchaser

**§ 7.
Computer Software**

1. The Works include the following Software (NLM 19 E Clause 2):

a) Contractor Software

b) Sublicensed Software

2. In amendment of NLM 19 E Clauses 7 and 8 the following shall apply regarding the Purchaser's right to use Software, the Contractor's obligation to provide the source code for Software and the Contractor's obligation to provide updated versions of the Software, etc:

a) Contractor Software

b) Sublicensed Software

**§ 8.
Working Conditions**

The Purchaser shall provide board and lodging for the Contractor's personnel as follows (NLM 19 E Clause 11, second paragraph):

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**§ 9.
Preparatory work**

1. DRAWINGS, DESCRIPTIONS, INFORMATION

The Contractor shall provide the Purchaser with the following drawings, descriptions and information at the times specified herein (NLM 19 E Clause 12, first paragraph):

	Week/date

**§ 9.
Preparatory work
(continued))**

- 2. COMPLETION OF PREPARATORY WORK
The Purchaser shall have completed the preparatory work not later than (NLM 19 E Clause 14):
- 3. WATER, POWER etc.
The Purchaser shall provide the following (NLM 19 E Clause 15):

Week/date

	Type, quantity etc.
Water	
Electric power	
Compressed air	
Steam	

**§ 10.
Testing of the Plant
at manufacture.
Inspection**

- 1. TESTING OF THE PLANT (NLM 19 E Clause 16)
The Plant shall be tested in connection with its manufacture:

YES NO

If YES the testing of the Plant shall be carried out as follows:

Type of testing, technical requirements and norms, etc.

- 2. ALLOCATION OF COSTS FOR TESTS AND INSPECTION
In amendment of NLM 19 E Clause 20, the costs for tests and inspections in connection with manufacture shall be divided as follows:

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**§ 11.
Representatives**

1. The parties' representatives as referred to in NLM 19 E Clause 29 are:

Contractor's representative	Purchaser's representative
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2. In amendment of NLM 19 E Clause 29 the representatives shall have the following authority:

Contractor's representative	Purchaser's representative
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**§ 12.
Auxiliary Labour**

The Purchaser shall at the Contractor's disposal provide auxiliary labour as follows:
(Note: If not specified here or elsewhere in the Contract the Purchaser is not obliged to provide auxiliary labour)

Category of personnel	Number of persons

**§ 13.
Erection Equipment**

In amendment of NLM 19 E Clause 30 the Contractor shall at his own cost provide the following cranes, lifting equipment, scaffolding and other equipment:

Type of equipment, etc.

**§ 14.
Safety
Regulations**

The following safety regulations apply at the Site (NLM 19 E Clause 11):

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**§ 15.
Variations**

When variations are carried out on a time basis, the following rates shall apply (NLM 19 E Clause 38, second paragraph):

Category of personnel	Payment per hour

**§ 16.
Taking-over Test**

1. The Works

SHALL SHALL NOT

undergo taking-over test (NLM 19 E Clause 39, 43)

2. The following technical requirements shall apply at the taking-over test (NLM 19 E Clause 39, third paragraph):

**§ 17.
Taking-over**

The Works shall be taken over (NLM 19 E Clause 43):

Date/hour

**§ 18.
Normal Hours
of Operation**

The Works shall normally be used in the following number of hours per time unit (NLM 19 E Clause 56):

Hours of operation	Time unit (day, week, month, year)

**§ 19.
Infringement of
Intellectual Property
Rights**

In addition to the countries specified in NLM 19 E Clause 68, the Contractor shall indemnify the Purchaser against claims based on infringement of intellectual property rights protected in the following country/countries:

**§ 20.
Other
Conditions**

This Contract has been drawn up in two identical originals, one for each party.

Place, date	Place, date
For the Contractor	For the Purchaser