



Svensk Betong

GENERAL CONDITIONS FOR PUMPING OF CONCRETE – PV 14

Adopted by the Swedish Construction Federation and the Swedish
Concrete Association on 15 December 2014

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Definitions

The following definitions apply for the purposes of PV 14.

CONCRETE PUMPING: Pumping of ready mixed concrete including transport, mounting, set-up, cleaning and demounting of the concrete pump.

BUYER: The party buying the Concrete Pumping with or without simultaneous purchase of ready mixed concrete from the Seller.

PUMPED VOLUME: The volume of ready mixed concrete delivered into the receiving hopper of the concrete pump.

PUMPING: When, after set-up of the concrete pump, the ready mixed concrete is pumped to the casting object by pipes or hoses.

SAFETY REGULATIONS FOR CONCRETE PUMPING: Environmental and safety manual for concrete pumps (published by the Swedish Concrete Association) in its latest version. If the environmental and safety manual is replaced by any other document of similar content, the latter document shall apply as Safety Regulations.

SELLER: The party selling the Concrete Pumping with or without simultaneous sale of ready mixed concrete to the Buyer.

When the Seller's obligation includes simultaneous delivery of Concrete Pumping and delivery of ready mixed concrete, ABM 07 – Ready Mixed Concrete apply with the alterations and additions set out below.

1. Introductory provisions

A call-off order should be placed for the Concrete Pumping no later than five business days before the Pumping is to commence.

Before the Concrete Pumping is executed an initial meeting – concrete pumping shall be held between the Buyer and the Seller. Matters discussed and addressed at the initial meeting – concrete pumping shall include Safety Regulations for Concrete Pumping, health and safety regulations applying at the site, rate of concreting, length of concreting pipes/hoses, underwater concreting, weather conditions, spare equipment and sensitive environment. The parties' obligations and the need for spare equipment or for a lubrication kit etc. shall also be discussed at the initial meeting – concrete pumping.

2. Scope and the parties' obligations

Each party is liable for the accuracy of the information given to the other party in connection with the order and the execution of the Concrete Pumping.

The Seller determines whether the use of a lubrication kit is necessary to execute the Concrete Pumping. The cost for a lubrication kit is charged separately. The same applies if other personnel from the Seller are needed in addition to the pump operator responsible for the transport and use of the concrete pump. Also, equipment needed due to inclement weather conditions is charged for separately.

The Buyer is responsible for the existence of supervision at the site at all times when Concrete Pumping is in progress.

The Buyer is responsible for disposing of surplus ready mixed concrete in the trough and pipes of the concrete pump. Surplus ready mixed concrete shall be disposed of at a location designated by the Buyer.

The Buyer shall execute mounting, demounting, cleaning and transport of the concreting pipes and other extra equipment, all in accordance with the Seller's instructions.

A party that does not fulfil its obligations under this section shall reimburse the other party for costs incurred due to the non-fulfilment.

3. Liability for defects and delay

The Concrete Pumping is considered to be part of the Seller's delivery of ready mixed concrete and any defects attributable to the Concrete Pumping are governed by ABM 07 – Ready Mixed Concrete. Thus, any defects in the curing of ready mixed concrete caused by the Concrete Pumping shall be considered solely as a defect in the delivery of ready mixed concrete.

If the Seller exceeds the agreed time for commencement of Pumping, the Seller shall pay compensation for the damage/loss thereby incurred

by the Buyer. In the event of delay in receiving the Concrete Pumping, the Buyer shall pay compensation for the damage/loss thereby incurred by the Seller. Compensation for delay shall primarily be settled by set-off between the parties' claims on each other.

If any problem with the pumping equipment occurs after Pumping has commenced, resulting in delay in relation to any agreed time for Pumping, the following applies. The Seller is not liable for a delay in Pumping of less than three hours. If the delay is three hours or more, the Seller shall pay compensation for the damage/loss incurred by the Buyer due to the delay. Any compensation that the Seller may be liable to pay for delay under this section is limited to the agreed compensation for the Concrete Pumping, or a higher amount covered by the Seller's insurance plus excess.

If the Buyer provides any part of the necessary equipment for the Concrete Pumping, the Buyer is liable for such equipment's proper function when the Concrete Pumping is executed in the manner planned by the Seller. The Seller is not liable for or obliged to pay compensation for any delay, defect, damage or loss that occurs due to a defect or deficiency attributable to equipment provided by the Buyer.

4. Transport and reception

The Seller is entitled to assume that the location for set-up is tidy and arranged so that the concrete pump can be placed horizontally with a tolerance of up to three (3) degrees from the horizontal plane without any additional jacking (*uppallning*). The Buyer shall also provide a place and equipment for cleaning the concrete pump and other equipment when the Concrete Pumping has been completed.

The Buyer is responsible for the existence of splash protection for the receiving hopper of the concrete pump.

5. Protection and safety regulations

The parties shall comply with protection and safety regulations applying at the site. The Seller shall ensure that the parties abide by the Safety Regulations for Concrete Pumping. For avoidance of damages the parties are reminded that the pump operator shall operate the concrete pump and not participate in the concreting works. The work as end hose operator shall be executed by the Buyer.

6. Cancellation

The Seller is not entitled to compensation from the Buyer if the Buyer cancels the Concrete Pumping no later than two business days before the date on which the Concrete Pumping is due to commence.

When the Seller's obligation is limited to Concrete Pumping, the terms stated below apply.

A. Introductory provisions

A call-off order should be placed for the Concrete Pumping no later than five business days before the Pumping is to commence.

Before the Concrete Pumping is executed an initial meeting – concrete pumping shall be held between the Buyer and the Seller. Matters discussed and addressed at the initial meeting – concrete pumping shall include Safety Regulations for Concrete Pumping, health and safety regulations applying at the site, rate of concreting, length of concreting pipes/hoses, underwater concreting, weather conditions, spare equipment and sensitive environment. The parties' obligations and the need for spare equipment or for a lubrication kit etc. shall also be discussed at the initial meeting – concrete pumping.

B. Scope and the parties' obligations

Each party is liable for the accuracy of the information given to the other party in connection with the order and the execution of the Concrete Pumping.

In relation to the Seller, the Buyer is responsible for ensuring that the ready mixed concrete is pumpable and meets the requirements of Chapter 35.2.:4 of *Betonghandboken Material* published by Swedish Building Centre (*Svensk Byggtjänst*) 1994. Any deviations relating to pumpability shall be notified to the Seller when the Concrete Pumping is ordered. If any provision specified in this section is amended or replaced, the later version shall apply.

The Seller determines whether the use of a lubrication kit is necessary to execute the Concrete Pumping. The cost for a lubrication kit is charged separately. The same applies if other personnel from the Seller are needed in addition to the pump operator responsible for the transport and use of the concrete pump. Also, equipment needed due to inclement weather conditions is charged for separately.

The Buyer is responsible for the existence of supervision at the site at all times when Concrete Pumping is in progress.

The Buyer is responsible for disposing of surplus ready mixed concrete in the trough and pipes of the concrete pump. Surplus ready mixed concrete shall be disposed of at a location designated by the Buyer.

The Buyer shall execute mounting, demounting, cleaning and transport of the concreting pipes and other extra equipment, all in accordance with the Seller's instructions.

A party that does not fulfil its obligations under this section shall reimburse the other party for costs incurred due to the non-fulfilment.

C. Liability for defects and delay

Each party shall notify the other party in the event of delay in delivery or reception of the Concrete Pumping.

If the Seller exceeds the agreed time for commencement of Pumping, the Seller shall pay compensation for the damage/loss thereby incurred by the Buyer. In the event of delay in receiving the Concrete Pumping, the Buyer shall pay compensation for the damage/loss thereby incurred by the Seller. Compensation in the event of delay shall primarily be settled by set-off between the parties' claims on each other.

If any problem with the pumping equipment occurs after Pumping has commenced, resulting in delay in relation to any agreed time for Pumping, the following applies. The Seller is not liable for a delay in Pumping of less than three hours. If the delay is three hours or more, the Seller shall pay compensation for the damage/loss incurred by the Buyer due to the delay.

If a delay under any of the paragraphs above is of material importance to the Buyer, the Buyer is entitled to cancel the remaining parts of the Concrete Pumping. The compensation the Seller may become liable to

pay for delay is limited to an amount equal to the agreed compensation for the Concrete Pumping, or a higher amount covered by the Seller's insurance plus excess.

If the Concrete Pumping causes any defects in the curing of ready mixed concrete, the Seller is liable for the defect and losses occurring due to the defect as follows. The Seller's liability is limited to one "price base amount" (*prisbasbelopp*)* or a higher amount covered by the Seller's insurance plus excess. This limitation also applies to the cost of locating the defect, costs for access to and installation of repaired or replaced goods, and costs arising from repair or replacement. Compensation for loss resulting from damage due to stoppage or disruption of industrial production or other commercial activity is payable only if the loss is shown to be the result of gross negligence by the Seller.

If the Buyer provides any part of the necessary equipment for the Concrete Pumping, the Buyer is liable for such equipment's proper function when the Concrete Pumping is executed in the manner planned by the Seller. The Seller is not liable for or obliged to pay compensation for any delay, defect, damage or loss that occurs due to a defect or deficiency attributable to equipment provided by the Buyer.

D. Transport and reception

Unless otherwise agreed, when submitting a tender, the Seller is entitled to assume that the roads from public roads to the place of discharge and within the site are passable and have sufficient bearing capacity. The same applies to drive-on docks and similar reception facilities. The Buyer is also responsible for the existence of an adequate turning area and location for set-up of the concrete pump adjacent to the place of discharge.

The Seller is entitled to assume that the location for set-up is tidy and arranged so that the concrete pump can be placed horizontally with a tolerance of up to three (3) degrees from the horizontal plane without any additional jacking (*uppallning*). The Buyer shall also provide a place and equipment for cleaning the concrete pump and other equipment when the Concrete Pumping has been completed.

The Buyer is responsible for the existence of splash protection for the receiving hopper of the concrete pump.

E. Protection and safety regulations

The parties shall comply with protection and safety regulations applying at the site. The Seller shall ensure that the parties abide by the Safety Regulations for Concrete Pumping. For avoidance of damages the parties are reminded that the pump operator shall operate the concrete pump and not participate in the concreting works. The work as end hose operator shall be executed by the Buyer.

F. Cancellation

The Buyer is entitled to cancel non-delivered Concrete Pumping. On cancelling, the Buyer shall reimburse the Seller's costs for cancelled Concrete Pumping and pay reasonable compensation for loss of profits, if the Seller cannot obtain compensation for this by selling the Concrete Pumping to another party or in some other manner. However, the Seller is not entitled to compensation from the Buyer if the Buyer cancels the Concrete Pumping no later than two business days before the date on which the Concrete Pumping is due to commence.

G. Insurance

The Seller shall have customary liability insurance covering damages and losses resulting from defects in the Concrete Pumping. The insured amount shall be not less than 300 "price base amounts" per instance of damage/loss event and the excess shall be not more than three "price base amounts". The liability insurance shall also cover the cost of locating the defect, costs of access to and installation of repaired or replaced goods, and costs arising from repair or replacement. Those costs shall be included in the insured minimum of 300 price base amounts in an amount not less than 120 price base amounts.

* The "price base amount" is an index figure determined by the Government from year to year.