

TERMS OF SALE AND DELIVERY READY-MIXED CONCRETE AND CONCRETE PUMPING SERVICES

- 1

VALIDITY
- 1.1

These terms of sale and delivery are applicable for all purchases made from Unicon A/S via telephone, email, the Unicon A/S website or any other channel.
- 1.2

Unicon A/S means the company Unicon A/S, with company registration number 16 06 49 39, Ulvehavevej 61, 7100 Vejle, Denmark.
- 1.3

The buyer's general purchasing conditions or other standard terms are not applicable in respect of the sale and delivery of services from Unicon A/S, regardless of the buyer's references thereto in orders, enquiries or elsewhere.
- 2

OFFERS AND ORDERS
- 2.1

Any offer from Unicon A/S, including on www.unicon.dk, is merely a request to the buyer to forward an offer to Unicon A/S in the form of an order.
- 2.2

When the buyer submits an order to Unicon A/S via telephone, email, the Unicon A/S website or any other channel, this order will be not be binding upon Unicon A/S until the buyer receives an order confirmation.
- 3

PRICES/VOLUMES
- 3.1

The prices are stated per m³ exclusive of VAT and the environmental/regulatory fees that are applicable on the day of delivery. The prices include free delivery to a delivery address within a driving distance of 50 km from Unicon A/S's factories, including on islands in Denmark connected to the mainland by bridge. If delivery beyond 50 km from Unicon A/S's factories is required, this is only possible with prior consent from Unicon A/S and payment in accordance with the current price list.
- 3.2

The prices are based on delivery of full loads within the opening hours and delivery times specified in the pricelist. A surcharge will be calculated for delivery outside the specified hours as well as for delivery of volumes smaller than the quantities specified in the pricelist.
- 3.3

The quantity delivered by Unicon A/S may vary by +/- 15% compared to the volume specified in the order confirmation or as subsequently agreed with the buyer. The concrete volume stated in the delivery note represents the final volume of the concrete with the targeted air content.
- 3.4

Time on site exceeding the maximum time stated in the price list will be charged according to the current price list.
- 3.5

In the event that the buyer requires the Unicon or Unicon's personnel to attend safety training courses, the Seller shall be entitled to invoice the buyer for the time spent attending such courses, as well as any direct expenses incurred in connection therewith.
- 3.6

Unicon A/S will invoice all deliveries in accordance with the pricelist valid on the day of delivery.
- 4

PAYMENT
- 4.1

Up to date of invoice plus 8 days net (private customers).
- 4.2

Up to current month + 15 days net (for others).
- 4.3

In the event of late payment, interest will be added, and a reminder fee of DKK 100 will be charged if a written reminder is sent in accordance with the Danish Interest Act.
- 4.4

Payment for the service shall be made via bank transfer in accordance with the invoice issued by Unicon A/S. The invoice is issued no earlier than at the time of delivery.
- 5

DELIVERY
- 5.1

Delivery is only offered to addresses in Denmark. Delivery is made from Unicon A/S's own concrete trucks, and the deliveries are delivered and unloaded at the delivery address or the GPS coordinates shown on the order confirmation, or as close to this as driving conditions permit. If the buyer requests delivery across surfaces with insufficient loadbearing capacity, any consequential damage shall be at the expense of the buyer.
- 5.2

Delivery surcharges are specified in the current price list, which can be found at www.unicon.dk.
- 5.3

It is the buyer's responsibility to obtain the necessary permits for setting up in trafficked areas and notify at the site where delivery takes place.
- 5.4

For safety reasons, the unloading site should be level, horizontal and hard-wearing. The buyer is responsible for compliance with this requirement. If the buyer requests delivery across surfaces with insufficient loadbearing capacity, any consequential damage shall be at the expense of the buyer.
- 5.5

During the performance of deliveries at the Buyer's premises, Unicon's drivers shall be granted access to adequate sanitary facilities and/or site welfare units, ensuring that the work can be carried out under safe and hygienic conditions in accordance with applicable occupational health and safety regulations. The Buyer undertakes to make such facilities available without undue delay and at no cost to Unicon.
- 5.6

The time of delivery is when the delivery has arrived at the site or is collected by the buyer from Unicon A/S's factory. The buyer must specify the required time of delivery when ordering. If the requested time of delivery is accepted, Unicon A/S will strive to deliver 15 minutes before to 30 minutes after the requested delivery time. If Unicon A/S does not deliver within the agreed timeframe, the buyer is entitled to demand delivery and specify a final reasonable deadline for delivery by notifying Unicon A/S in writing.
- 5.7

The right of withdrawal under section 18 of the Danish Consumer Contracts Act does not apply, cf section 18 (2).
- 5.8

If delivery has not been made by the final reasonable deadline specified by the buyer, the buyer is entitled to cancel the delivery by notifying Unicon A/S in writing.
- 5.9

If the buyer is unable to take delivery from 15 minutes before to 30 minutes after the requested delivery time, the buyer revokes the right to claim against Unicon A/S for failed, delayed or deficient delivery that is caused by the buyer's inability to receive the delivery at the agreed delivery time.
- 5.10

The buyer has the right to cancel an order provided, however, that Unicon A/S has not already mixed the concrete.
- 6

CHANGES

6.1

If the buyer wishes to change the time of delivery for a delivery/partial delivery, this must be notified before 10.00 a.m. the day before the agreed time of delivery stated on the order confirmation. If notification is given by this time, Unicon A/S will make every effort to deliver in accordance with the requested delivery time.

6.2

For concrete pumping services, this notification must be given no later than 72 hours before the agreed time of delivery stated on the order confirmation.

6.3

If the buyer wishes to make changes to ordered agreements, this must be done in writing. Significant changes in the ordered volume will be regarded as a cancellation of the order.

7

INSPECTION ON RECEIPT

7.1

The buyer is given a provisional delivery note with each delivery. During unloading, the buyer or the buyer's representative must carry out a visual inspection of the concrete and acknowledge on the driver's TMS (Transport Management System) that the delivery has been received and that the specifications on the delivery note and the delivered goods are consistent with the required specifications, as shown on the order confirmation or as later agreed between Unicon A/S and the buyer.

7.2

A confirmatory delivery note is prepared during delivery, which contains details of the time of arrival and the time of unloading. At the buyer's request, the confirmatory delivery note can be sent digitally after delivery is made.

7.3

The buyer's visual inspection and quality check must be carried out before the concrete is loaded into the concrete pump.

7.4

In the event that the buyer is unable to receive and acknowledge the delivery, Unicon A/S's driver will make a note of this in the TMS, after which delivery will legally have been made.

7.5

If the buyer is already aware, or should be aware, at the time of delivery that the delivery has been delayed or is deficient, the buyer is obliged to make a complaint to Unicon A/S immediately in accordance with Clause 13.6. Otherwise, the buyer will have lost their right to subsequently invoke such claim.

7.6

If the buyer has not been able to receive the delivery within 90 minutes of the stated time of delivery, subsequent delivery will be made at the buyer's own risk. In that case the buyer loses their right to subsequently invoke a claim.

8

INSPECTION OF CONCRETE

8.1

Unicon A/S' fabrikker er certificeret af Dancert, der medvirker til at sikre, at leverancerne er i overensstemmelse med gældende normer og forskrifter, herunder DS206 og DS/EN206. Certificeringen gælder dog ikke for leverancer under 1m3, og betontyper som ikke er omfattet af normen. Unicon A/S' kvalitetsstyringssystem i henhold til DS/EN ISO 9001 sikrer, at betonkvalitet og kvalitetskontrol dokumenteres i henhold til gældende normer og forskrifter.

8.2

Individual results as well as the statistical processing of the results from the internal quality control are available to the buyer by written agreement.

8.3

If no other written agreement has been made, Unicon A/S' internal quality control shall be the basis for documentation.

9

PRODUCT USABILITY AND POST-TREATMENT

9.1

Unicon A/S is without liability, if the buyer has ordered a concrete supply which is not suitable for the purpose or the casting conditions.

9.2

Unicon A/S is not liable for quality reduction, caused by premature desiccation, inadequate compression, covering or finishing. Unicon A/S is not liable for colour differences or other circumstances caused by change of specifications, including changes of the specifications made by Unicon A/S' material suppliers, in standing orders.

9.3

Unicon A/S cannot be held liable for any loss of consistency or separation or separation during the flow of the concrete in the concrete pump that can be attributed to the type of the supplied product.

9.4

Any addition to the concrete, initiated by the buyer, is at the buyer's risk. Any addition to the concrete initiated by Unicon A/S must only be made with the buyer's prior consent.

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LIABILITY FOR DEFECTS

10.1

In the event of defects that could not be identified upon delivery despite the buyer's inspection upon unloading under Clause 7, the delivery is delivered with 5 years supplier liability for deficiencies in accordance with the regulations in AB 18, Section 12, Subsection 5.

10.2

Where the buyer is the developer and performs the work himself, the 5-year period is calculated from the time of delivery.

10.3

The 5-year or 6-year claims period cannot be extended on the grounds of rectification or similar measures in connection with the delivery during the prolonged claims period.

10.4

Unicon A/S will choose to rectify a deficient delivery by taking remedial action, redelivering or reducing the price proportionately.

10.5

Unicon reserves the right to replace materials and components with equivalent alternatives in the event of shortage, unavailability, or supply disruption, provided that such substitution does not materially impair the quality or performance of the delivered goods.

10.6

Other than the foregoing, the buyer cannot make any additional claim for damages, unless Unicon A/S fails to rectify the defect within a reasonable time in accordance with Clause 10.4. In such case, and only if the defect is significant, the buyer is entitled to cancel the purchase and demand compensation, which, however, is limited to the loss referred to in Clause 12.

10.7

For consumers, the mandatory provisions of the Sales Act apply in respect of the right to claims and defects.

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PRODUCT LIABILITY

11.1

Product liability is governed by applicable Danish legislation, with the limitations of liability that are specified in these terms of sale and delivery.

11.2

Unicon A/S can only be held liable for personal injury caused by a delivery if the buyer can prove that the injury is a consequence of an act of omission or negligence from Unicon A/S, or other parties for whom Unicon A/S is responsible.

11.3

Unicon A/S is not liable for damage to fixed or moveable property that is caused after delivery is made. Nor is Unicon A/S liable for damage to the buyer's property for which Unicon's delivery is used.

11.4

Unicon A/S's product liability is subject to the limitations referred to in Clause 12 of these terms, to the extent which is permitted under applicable legislation.

11.5

In case of a trial, the buyer shall let himself be sued at the same court of law that is hearing the claim against Unicon A/S.

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LIMITATION OF LIABILITY

12.1

In case of liability for defective delivery (including product liability) and delay, Unicon A/S' liability does not include operating loss, loss of time, loss of profit or other indirect loss. In case of liability for delay or defective delivery, Unicon A/S' liability is maximised to the price of the delayed/defective delivery.

12.2

In the event of downtime, machine damage or other breakdown of concrete pumps, Unicon A/S assumes no liability and no compensation shall be paid.

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CLAIMS

13.1

Complaints must be made in writing and immediately (no later than 10 days after delivery) after the buyer is made aware or should have been aware of the claim. The written complaint must state the nature and extent of the claim. If such notice is not given, any future claim will be forfeited.

13.2

In order for a claim to be deemed as received by Unicon A/S, it must contain documentation of what is being claimed, the delivery note describing the alleged defective delivery, and a specification of the requested rectification, as referred to in Clause 10.4. The buyer must prove that the defect was present at the time of delivery.

13.3

If there are no defects for which Unicon A/S is liable, Unicon A/S is entitled to compensation for the expenses Unicon A/S has incurred as a result of the claim.

13.4

No repair works may be commenced without prior agreement with Unicon A/S.

13.5

For consumers, complaints must be made within reasonable time. Claims made within two months of delivery will always be regarded as timely. In addition, the mandatory provisions of the Sales Act apply in respect of defects and claims.

13.6

Claims may be made using Unicon's claims form, which is available on Unicon's website and on this link.

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COMPLAINT OPTIONS

14.1

Should consumers wish to complain about the service provided, they are advised to initially contact Unicon A/S at kundecenter@unicon.dk.

14.2

The complaint must be in writing, contain a reference number (either order number or invoice number), and describe the background for the complaint and the desired outcome.

14.3

If it is not possible for the parties to find a solution, the buyer may file a complaint with the Mediation Team for Consumer Complaints. If the matter remains unresolved, the buyer may escalate to the Consumer Complaints Board.

14.4

You can find further information about the Mediation Team for Consumer Complaints and the Consumer Complaints Board here: <https://naevneneshus.dk/start-din-klage/maeglingsteamet-for-forbrugerklager-og-forbrugerkla-genaevnet>.

14.5

The EU Commission's online complaints portal can also be used for submitting a complaint. This is particularly relevant if the buyer is a consumer residing in another EU country. Complaints can be submitted here: <http://ec.europa.eu/odr>. If you submit a complaint, please refer to Unicon A/S's email address: info@unicon.dk.

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RELEASE FROM LIABILITY (FORCE MAJEURE)

15.1

Unicon A/S is not liable for delays that are a result of i) variations to the works ordered by a client (in Danish: Bygherren), ii) the circumstances of the client or delay in the part of another contractor, iii) war, acts of God, fire, strike, lockout, picketing, vandalism or similar events that are without fault of Unicon A/S and beyond Unicon A/S's control, iv) precipitation, low temperature, strong wind or other weather conditions that prevent or delay the work when such weather conditions occur to a significantly greater extent than is usual for the relevant season and region, or v) public enforcement notices or prohibitions which are not due to circumstances of Unicon A/S.

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GUIDANCE

16.1

Unicon A/S will to the best of its ability guide the buyer on the choice of products, their functions and suitability for specific purposes. It is explicitly agreed that such technical guidance or assistance, for which no separate charge is made, does not impose any liability or obligation on Unicon A/S in respect of such guidance and assistance, or for the results obtained.

16.2

Furthermore, Unicon A/S only accepts liability if Unicon A/S has provided specific and separate written advice to the buyer in the form of analyses of cement, fly ash and concrete in accordance with DANAK accreditation, and analyses of sand, stone, gravel and concrete to a buyer who cannot be assumed to possess the necessary expertise in the area to independently assess the question of the product's suitability.

16.3

Unicon A/S's liability is limited to a maximum of DKK 100,000 in the event of erroneous advice, and does not cover operational loss, loss of time, loss of profit, or other indirect loss. Unicon A/S is not liable for statements that are based on an estimation or assessment.

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APPLICABLE LAW AND JURISDICTION

17.1

While these terms of sale and delivery are governed by Danish law, the rules of Danish international private law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.

17.2

Any dispute that may arise between the parties, including disputes concerning the adoption or validity of these terms of sale and delivery, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration.

17.3

Unicon A/S may, however, choose to have the dispute settled by the ordinary Danish courts, and Unicon A/S may choose to have disputes relating to building and construction considered by the Danish Building and Construction Arbitration Board in accordance with the Board's rules therefor.

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PRICES

18.1

The prices for concrete pumping are the prices stated in the price list exclusive of VAT, and the environmental/regulatory fees that are applicable on the day of delivery.

18.2

The prices include the services of one operator during normal working hours and within a driving distance of 50 km from Unicon A/S's factories, including islands in Denmark connected to the mainland by bridge.

18.3

Surcharges are made for overtime, additional manpower, extended driving distance, and reserve pumps.

18.4

Unicon A/S will invoice all deliveries in accordance with the pricelist valid on the day of delivery or a valid agreement between the buyer and Unicon A/S.

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SETTING UP OF EQUIPMENT/DELIVERY

19.1

Concrete pumping services are provided on the delivery address or the GPS coordinates shown on the order confirmation or as close to this as the conditions allow.

19.2

The buyer is responsible for indicating the location for setting up the concrete pump equipment.

19.3

No structural modifications, including any installation of equipment, may be made to Unicon's or Unicon's suppliers' vehicles unless Unicon has given prior written consent.

19.4

The buyer is responsible for ensuring that access conditions, the setup location, etc. have sufficient bearing capacity for setting up of concrete pumping equipment. Any damage costs are to be covered by the buyer.

19.5

If the buyer is unable to take delivery from 15 minutes before to 30 minutes after the requested delivery time, the buyer revokes the right to claim against Unicon A/S for failed, delayed or deficient delivery that is caused by the buyer's inability to receive the delivery at the agreed delivery time.

20

CERTIFICATION

20.1

Concrete pumping is a separate service provided that Unicon A/S delivers and is not included in Unicon A/S's certification system.

21

ACKNOWLEDGEMENT ON CONSIGNMENT NOTE

21.1

For each concrete pumping service, Unicon A/S's pumping personnel complete a delivery note with all the required information. The buyer or its representative must acknowledge receipt of the delivery note that the pumping service has been received and the specifications on the delivery note are consistent with the buyer's required specifications, as described in the order confirmation.

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USABILITY

22.1

Unicon A/S is not liable if a concrete pumping service is requested that is not suitable to the purpose.

22.2

The buyer must ensure that the concrete and its composition are suitable for concrete pumping. Otherwise, the buyer is responsible for any losses incurred in connection with the pumping service.

22.3

Unicon A/S cannot be held liable for any loss of consistency or separation during the pumping of concrete, that can be attributed to the type of the supplied product.

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AREA OF APPLICATION

23.1

Clauses 4, 6 and 10-17 of these terms of sale and delivery apply equally to concrete pumping and associated services and to the delivery of ready-mixed concrete. For the provision of concrete pumping services, the conditions in Clauses 18-22 take precedence over the other conditions of the terms of sale and delivery.

GÆLDENDE FRA 1. JANUAR 2026



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