

# TERMS OF DELIVERY FOR CONCRETE AND CONCRETE PUMPING

# Terms of delivery for ready-mixed concrete

# 1 SCOPE OF APPLICATION

1.1 Unless otherwise agreed in writing, deliveries of ready-mixed concrete are subject to the General procurement and delivery terms for construction products RYHT 2000 and these terms of delivery for ready-mixed concrete.

# 2 DELIVERY INSPECTION AND CONTROL

- 2.1 The buyer or a person authorised by the buyer is to check the waybill to ensure that the delivery complies with the order. The items to be checked include, but are not limited to, concrete strength class, exposure class/planned working life, delivery quantity and admixture information.
- 2.2 The seller must be notified immediately of any defects or other shortcomings in the delivery.
- 2.3 The receipt of the product is to be acknowledged by the buyer or a person authorised by the buyer. The buyer must provide the seller with the contact details of the person authorised before the delivery of the concrete begins.

# 3 SERVICE AND WAITING TIME

3.1 The driver of the concrete lorry must record the service time and waiting time in the waybill before the delivery is acknowledged as received.

# 4 DELIVERY TIME AND DELAYS

4.1 Unless otherwise agreed by the parties in the procurement or delivery contract, the terms and conditions set out in the General procurement and delivery terms for construction products RYHT 2000 will apply.

# 5 POSTPONEMENT OR CANCELLATION OF DELIVERY

5.1 The buyer may, subject to an intermediate sale reserve by the seller, postpone the delivery six hours before the agreed delivery time or cancel it before 2 pm on the working day prior to the agreed date of delivery. If the postponement or cancellation results in additional direct costs for the seller, the seller is entitled to charge the buyer for these in full. In connection with the buyer's delivery reservation, the seller is entitled to an intermediate sale reserve.

# **6 TRANSPORT OF CONCRETE**

- 6.1 The buyer is responsible for ensuring that the access roads and unloading site are passable as well as sufficiently load-bearing and wide, taking into account the characteristics of the concrete lorry.
- 6.2 The buyer or person authorised by the buyer must provide the seller or the driver of the concrete lorry with information on where any excess concrete can be dumped on the site.
- <sup>1</sup> A delivery reservation is an open order that becomes an order when the buyer confirms the delivery date.

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# Terms of delivery for concrete pumping

#### 1 SCOPE OF APPLICATION

- 1.1 Unless otherwise agreed in writing, pumping of concrete is subject to the General procurement and delivery terms for construction products RYHT 2000 and these Terms of delivery for concrete pumping.
- 1.2 These delivery instructions are related to the delivery instructions for ready-mixed concrete of Rakennustuoteteollisuus RTT.

# 2 THE BUYER'S OBLIGATIONS

2.1 The buyer is responsible for the planning, supervision and monitoring of the concrete pumping. The buyer is responsible for the permits and necessary traffic arrangements related to the pumping and the positioning of the concrete pumping lorry. 2.2 The buyer or a person authorised by the buyer must provide the seller with correct and sufficient information relating to the pumping task, including safety practices at the site.

The buyer must inform the buyer about specific requirements, risks or factors that affect the necessary equipment, work performance or its safety.

The buyer is responsible for ensuring that the access roads and pumping site are passable as well as sufficiently load-bearing and wide, taking into account the characteristics of the concrete pumping lorry.

The buyer is responsible for the protection required on site.

The buyer is responsible for the equipment and accessories needed for the pumping.

The buyer or an authorised person designated by the buyer must indicate to the seller or the concrete pump lorry driver the location for disposing of any surplus concrete or cleaning residues at the construction site.

The buyer will construct the separate pipelines required for the pumping work, as well as providing the necessary protection, relocation and dismantling.

2.3 The buyer or a person authorised by the buyer will sign off on the completion of the pumping work on the seller's work notification. The buyer must provide the contact information of their on-site representative to the seller or the concrete pump lorry driver before commencement of pumping.

# 3 PROVISIONS CONCERNING THE SELLER

- 3.1 Before starting the pumping work, the buyer or a person authorised by the buyer and the pump operator must jointly complete the pump setup and line pumping protocol, which both parties then sign. In cases where the scope or technical complexity of the project requires it, it is recommended to hold a pre-start meeting before commencing the pumping at the site. This meeting will involve detailed discussion of the work execution and other related tasks.
- 3.2 The driver of the concrete pumping lorry must immediately inform the buyer or a person authorised by the buyer of any factors the driver observes that endanger the pumping work and the people in the working and danger area of the pump, or that cause any other risk of damage.

The concrete pump lorry driver has the right to refuse to carry out or to suspend the pumping work if the buyer or a person authorised by the buyer does not rectify any deficiencies that pose a safety hazard.

# 4 POSTPONEMENT OR CANCELLATION OF DELIVERY

4.1 The buyer may, subject to an intermediate sale reserve by the seller, postpone the delivery six hours before the agreed delivery time or cancel it before 2 pm on the working day prior to the agreed date of delivery. If the postponement results in additional direct costs for the seller, the seller is entitled to charge these in full to the buyer.

In the case of a buyer's delivery reservation, the seller is entitled to an intermediate sale reserve.

<sup>1</sup> A delivery reservation is an open order that becomes an order when the buyer confirms the delivery date.

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# RUDUS GENERAL TERMS AND CONDITIONS

The seller retains the right of ownership over the goods sold until the purchase price has been paid in full to the seller. The term of payment is 7 days unless otherwise agreed. The Rudus group will charge the processing and invoicing fees applicable at the time of invoicing. In the event of late payment, interest on late payment will be charged to consumers in accordance with the Interest Act, and businesses/traders will be charged a late payment interest rate of 16%. Companies within the Rudus group have the right to charge reasonable debt collection costs in addition to the late payment interest. The credit history of the customer and, if necessary, the company's persons in charge, is checked from the credit register, and their address information is checked from the Finnish Population Information System. The customer's details are registered in the seller's information system.

The amount of concrete delivered to the buyer is based on the quantity ordered by the buyer. If the buyer does not need all the concrete ordered at the site but requests that the excess concrete be left at the site, the buyer is responsible for ensuring that there is a use and a place for the excess concrete compliant with environmental and waste regulations. The buyer is also responsible for ensuring that they have the necessary official permits for leaving excess concrete at the site. Otherwise, Rudus will transport the excess concrete away from the site, ensure that the excess concrete is transported to an appropriate location, and charge the buyer for this service at the price agreed between the parties.

# **Deliveries**

The delivery time is Monday to Friday from 6:30 am to 10 pm. Deliveries at other times are subject to separate agreement. Buyers who have pre-ordered can deal directly with the supplying factory for any changes.