

ABM 07 – READY MIXED CONCRETE

Industry-specific supplement to ABM 07 for the delivery of ready mixed concrete (“concrete”)

Adopted by the Construction Contracts Committee (Byggandets Kontraktskommitté, BKK) and the Swedish Concrete Association (Svensk Betong) in December 2010

The General conditions for the purchase of goods intended for commercial construction activities, ABM 07, with the alterations and additions set forth here in ABM 07 – Ready Mixed Concrete, apply to the delivery.

Unless otherwise agreed, the terms and conditions under the “Delivery clauses for the construction industry 2008” apply. The parties’ agreement shall state which delivery clause applies to the delivery.

The headings below are from ABM 07.

1. Initial regulations

Addition to ABM 07’s Initial regulations:

Purchase orders of concrete under the agreement shall be called off in due time and no later than 12.00pm on the day before the desired delivery date. In the case of more extensive or complicated castings, consultation between the Buyer and the Seller shall take place in due time. If, during ongoing delivery, the Buyer wishes to increase or reduce the pace of delivery in comparison with the agreed delivery schedule, the Seller shall be informed immediately. The Seller’s ability to accept such changes depends on its other delivery obligations.

2. Transport and reception

ABM 07, section 9 is replaced with the following:

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 adjacent to the place of discharge.

3. Liability in case of delay

*ABM 07, sections 12, 13 and 14 are replaced with the following:
Unless otherwise agreed in writing, the following apply.*

If the other party cannot accept the delay notified in accordance with ABM 07, section 11, he shall immediately inform the party in delay of this. If he does not do so, he may not cancel the purchase if it is completed within the time notified.

In each specific project, compensation for delay shall primarily be settled by set-off between any compensation for late delivery and late reception.

4. Production control

In addition to ABM 07 the following apply:

Manufacturing and production control of the concrete shall comply with European Standards for Production Control in accordance with the current versions of SS EN 206-1 and SS 137003.

5. Reception inspection and testing

ABM 07, section 18 is replaced with the following:

The regulations governing reception inspection in BKR 2003 apply to the Buyer’s reception inspection of the goods. The Buyer shall perform reception inspection in accordance with SS ENV 13670-1, sections 8.2 and 11.2 and at all times acknowledge reception by signing the delivery note.

If a sample bored from the completed construction shows better value than a cube sample, the bored sample, valued in accordance with BBK 04, shall take precedence over the cube sample.

If any document or standard specified in this section is altered or replaced, the most recent version shall apply.

6. Complaints

ABM 07, section 19 is replaced with the following:

Claims concerning defects that the Buyer notices or ought to have noticed during reception inspection or testing will not be enforceable against the Seller unless they are reported immediately to the Seller. Once the Buyer has discovered a defect he may not use the concrete or mix it with other concrete and/or additives before the Seller has had the opportunity to examine the concrete and take any necessary action. The Seller’s examination shall take place immediately after the Buyer’s notification of the defect.

If the Buyer fails to comply with the provisions of the preceding paragraph, the Buyer must show that the concrete delivered is defective.

7. Seller’s liability for defects

Addition to ABM 07, section 20:

In order to determine whether a defect exists, the following applies. Concrete of a prescribed mixture (*sammansättning*) shall correspond to the provisions of the specific agreement between the parties. However, the Seller does not give any pledge or warranty as to strength (*hållfasthet*), etc. of concrete of a mixture prescribed by the Buyer. The Seller is not liable for changes in quality of the concrete after the time of delivery, if the concrete is changed by someone other than the Seller by the use of additives or if the concrete is affected by an adverse environment. The Seller is not liable for defects resulting from or attributable to the non-compatibility of other products with the concrete in the environment in which it is used, or when the concrete is treated in an unintended manner or used for an unintended purpose.

Addition to ABM 07, section 21:

The Seller is not liable to remedy defects that do not materially affect the state, appearance or the ability to use the product of which the concrete is a part in an efficient manner to the extent remedy would be unreasonable in view of the cost of remediation and other circumstances.

ABM 07, section 24 applies with the following alteration of the second sentence of the second paragraph:

This limitation also applies to the cost of locating the defect, costs of access to and installation of repaired or replaced goods, and costs arising from repair or replacement.

8. Insurance

ABM 07, section 26 applies with the following amendment of the second paragraph:

During the guarantee period, including the period after the handover of the goods, the Seller shall have customary third-party liability insurance covering damages and losses resulting from defects in the goods. The insured amount shall be not less than 300 “price base amounts” (*prisbasbelopp*)¹ per 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

¹ The “price base amount” is an index figure determined by the Government from year to year.

insured minimum of 300 price base amounts in an amount not less than 120 price base amounts.