**Construction contract** (based on AB Abridged)

**1. The parties**

This construction contract (the contract), under which the contractor undertakes to execute the works stated in clause 2, is made

|  |  |  |
| --- | --- | --- |
| between(Name, address and business registration number)(the client) |  | and(Name, address and business registration number)(the contractor) |

AB 18 Abridged applies to this contract.

**2. The works**

(See annexes/tender documents, if applicable)

Is the contractor to carry out design work: **Yes ** **No** ****

If yes, to what extent:

(Describe the scope of the contractor’s design work)

**3. Contract sum**

The total sum payable for the works is DKK (DKK) exclusive of VAT.

The contract sum is a fixed price for 12 months following the date of the tender; see clause 27 of AB Abridged. The contract sum will subsequently be adjusted in accordance with clause 27, subclause
(2), of AB Abridged.

The following index will be used: (Index)

**4. Payment**

The contractor is entitled to receive payment twice a month; see clause 28, subclause (1), of AB
Abridged.

**5. Time schedule**

The works are executed in accordance with:

****The master programme included in the tender documents with agreed changes, if applicable; see Annex (annex), thus ensuring that the works are commenced on (dato) and completed on (dato);
see clause 4, subclause (2), of AB Abridged.

****The works are executed in the following period: (period)

**6. Delay**

In the event of actionable delay on the part of the contractor, the contractor must pay either

****Liquidated damages of DKK (DKK) or (enter e.g. per mille of the contract sum) per working day; or

****Damages subject to the general law of damages in Denmark.

**7. Client supervision**

Has the client appointed a supervisor who represents the client:  **Yes**  **No**

If yes, the client is represented by:

(Name, address, business registration number, email and telephone number)

**8. Dispute resolution representatives**

Dispute resolution representatives who have power to contract on behalf of the parties and who can enter into a settlement agreement in the event of a dispute; see clause 50 of AB Abridged.

|  |  |  |
| --- | --- | --- |
| **For the client**:Project manager:(Name)Contact information:(Contact information) Management representative:(Name)Contact information:(Contact information) |  | **For the contractor:**Project manager: (Name)Contact information: (Contact information) Management representative:(Name)Contact information:(Contact information)  (Kontaktoplysninger) Ledelsesrepræsentant: (Navn)Kontaktoplysninger: (Kontaktoplysninger) |

In the event of a representative's job change, long-term illness or death, a new representative must be appointed without undue delay.

**9. Performance bond provided by the client (as security for payment)**

The client provides the contractor with a performance bond as set out in clause 9 of AB Abridged. The bond must correspond to three months' average payments – but not less than 10 % – of the contract
sum exclusive of VAT, equivalent to DKK (DKK).

The performance bond must be provided no later than eight working days after the signing of this contract.

The client must ensure that the guarantor has accepted that all disputes concerning the performance bond are resolved in accordance with the provisions of chapter J of AB Abridged, except for clause 50.

**10. Performance bond provided by the contractor (as security for execution
of works)**

If the contract sum amounts to DKK 1 million or more exclusive of VAT (see clause 3), the contractor must provide the client with a performance bond as set out in clause 8 of AB Abridged. The performance bond must correspond to 15 % of the contract sum exclusive of VAT, equivalent to DKK (DKK)

The performance bond must be provided no later than eight working days after the signing of this contract. It ceases one year after handover unless the client has submitted a prior written complaint of defects. In such case, the bond ceases when the defects have been rectified.

If the contractor is to provide a performance bond, the contractor must ensure that the guarantor has accepted that all disputes concerning the performance bond are resolved in accordance with the provisions of chapter J of AB Abridged, except for clause 50.

**11. Insurance**

The client takes out and pays for usual fire and storm damage insurance as set out in clause 10, subclause (1), of AB Abridged, ensuring that the contractor and any subcontractors to the contractor are named as insureds under the insurance policy.

The contractor and, if applicable, any subcontractors to the contractor must take out usual professional and product liability insurance as set out in clause 10, subclause (3), of AB Abridged.

Other insurance (other insurance) taken out by (taken out by).

**12. Signatures**

|  |  |  |
| --- | --- | --- |
| Date: (date)For the client: (name) Signature |  | Date: (date)For the contractor: (name) Signature |