

# GENERAL TERMS AND CONDITIONS FOR CONCRETE PUMPING

## 1 SCOPE

### 1.1

The Finnish General Procurement and Delivery Terms for Construction Products (RYHT 2000) and these terms and conditions for concrete pumping shall be applied to the pumping of concrete, unless otherwise expressly agreed in writing.

### 1.2

These terms and conditions relate to the General Delivery Terms for Ready-Mix Concrete of the Confederation of Finnish Construction Industries RT (CFCI).

## 2 BUYER'S OBLIGATIONS

### 2.1

The concrete pumping work plan, supervision and control shall be the responsibility of the Buyer.

The Buyer shall obtain any permits related to pumping work and the positioning of the pump truck and implement any required traffic arrangements.

### 2.2

The Buyer or a person authorised by the Buyer shall provide to the Seller accurate and sufficient information related to the pumping work, including safety practices applicable on the worksite.

The Buyer shall define any special requirements, risks or factors that influence the equipment required for the work, or the performance or safety of work.

The Buyer shall assume responsibility for acceptable driving conditions, sufficient load-bearing capacity and size of access roads and the pump set-up location to permit unimpeded access taking the properties of the concrete pump truck into account.

The Buyer shall assume responsibility for the installation of protection needed on the worksite.

The Buyer shall be responsible for any auxiliary works and ancillary equipment related to the pumping work.

The Buyer or a person authorised by the Buyer shall indicate to the Seller or to the driver of the concrete pump truck a location on the worksite for the disposal of residual concrete or cleaning residues.

The Buyer shall be responsible for the installation of pumping pipelines and preparing required protection as well as transfers and dismantling of the pipelines needed for the pumping work.

### 2.3

The Buyer or a person authorised by the Buyer shall sign off the pumping work as completed in the Seller's work order document. The Buyer shall provide to the Seller or to the driver of the concrete pump truck contact information for the Buyer's representative on the worksite prior to the start of the pumping work.

## 3 REGULATIONS PERTAINING TO SELLER

### 3.1

Prior to the start of the pumping work, the Buyer or a person authorised by the Buyer shall together with the pump operator fill out the pump set-up and line pumping check-up document which is to be signed by both parties.

If necessary due to the scope or technical complexity of the work, it is advisable to conduct, before pumping work is started on the worksite, a kick-off meeting to agree on the details of the concrete pumping work and other associated tasks.

### 3.2

The driver of the concrete pump truck shall inform the Buyer or a person authorised by the Buyer immediately about any factors detected by the driver constituting a hazard to the pumping work and to people within the operating and danger area of the pump, or causing some other risks.

The driver of the concrete pump truck shall have the right to refuse to perform pumping work or to discontinue work unless the Buyer or a person authorized by the Buyer eliminates the shortcomings causing risks.

## **4 POSTPONEMENT OR CANCELLATION OF DELIVERY**

### 4.1

The Buyer may postpone the delivery no later than six (6) hours before the agreed delivery time, with the Seller reserving the right of prior sale, or cancel the delivery by 14:00 o'clock on the previous working day. If the postponement or cancellation causes any extraordinary direct expenses to the Seller, the Seller shall have the right to recover them in full from the Buyer.

If a blanket delivery order<sup>1)</sup> is placed by the Buyer, the Seller shall have the right of prior sale.

<sup>1)</sup> A blanket delivery order is a preliminary order which becomes a delivery order when the Buyer confirms the delivery time to the Seller.