

574 B

ADDITIONAL CLAUSES
FOR SUPERVISION OF ERECTION OF PLANT AND MACHINERY ABROAD
No. 574 B^x)

prepared under the auspices
of the

UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE

Geneva, April 1964

1. PREAMBLE

These Additional Clauses shall be read in conjunction with General Conditions for supply of plant and machinery for export No. 574, of which clauses 1, 2, 8, 10, 11, 12 and 13 cover relations between the parties as regards the supervision of erection.

2. SCOPE OF THE CONTRACT

2.1 Erection will be carried out by the Purchaser, who shall, at his own expense, provide the skilled and unskilled labour, all equipment and everything necessary for the erection of the Plant.

2.2 The Vendor shall provide the services of one or more competent engineers

(a) to give to the Purchaser or his representative mentioned in paragraph 6.1 of these Additional Clauses the necessary instructions for the erection of the Plant by the Purchaser and, if provided in the contract, for its commissioning by him; and

(b) to supervise the manner in which the Vendor's instructions have been carried out.

x) These Additional Clauses may be used, at the option of the parties, as an alternative to the Additional Clauses for Supervision of Erection of Plant and Machinery Abroad No. 188 B.

The French, English and Russian texts are equally authentic.

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574 B

DODATNE ODREDBE
ZA NADZOR NAD MONTAŽOM POSTROJENJA I OPREME U INOZEMSTVU,
BR. 574 B^x)

izradjene pod okriljem

EKONOMSKE KOMISIJE UJEDINJENIH NARODA ZA EVROPU

Ženeva, april 1964. godine

1. UVOD

Ove Dodatne odredbe treba da budu čitane zajedno s Općim uvjetima za dobavu postrojenja i opreme u izvozu br. 574, od kojih se članovi 1, 2, 8, 10, 11, 12 i 13 primjenjuju na odnose između stranaka u pogledu nadzora nad montažom.

2. OPSEG UGOVORA

2.1 Montažu će izvršiti kupac, koji će, na vlastiti trošak, dati kvalificiranu i nekvalificiranu radnu snagu, svu opremu kao i sve ostalo potrebno za montažu postrojenja.

2.2 Prodavalac će osigurati usluge jednoga ili više sposobnih inženjera

(a) da daju kupcu ili njegovom predstavniku navedenom u tački 6.1 ovih Dodatnih odredbi potrebne upute za montažu postrojenja koju vrši kupac te, ako je to predviđeno ugovorom, i za puštanje postrojenja u pogon koje vrši kupac; i

(b) da nadziru način na koji se prodavaočeve upute izvršuju.

x) Ove Dodatne odredbe mogu se primijeniti, po izboru stranaka, kao alternativa "Dodatnim odredbama za nadzor nad montažom postrojenja i opreme u inozemstvu, br.188 B."

Francuski, engleski i ruski tekst jednako su vjerodostojni.

IZDANJE UJEDINJENIH NARODA
Prodajni broj: 64.II.E/Mim20

2.3 The number and qualifications of the Vendor's staff, and the estimated duration of erection, shall be as specified in the Contract.

2.4 The date on which the Vendor's staff should arrive on site shall be as provided in the Contract; if not so provided, the Purchaser shall give the Vendor not less than one month's notice requiring such arrival.

3. LOCAL LAWS AND REGULATIONS

3.1 The Purchaser shall give to the Vendor in due time any information concerning local laws and regulations which is necessary for the proper execution of the Contract.

4. CHARGES PAYABLE BY THE PURCHASER

4.1 Supervision of erection is carried out on a time basis. The following items shall be separately charged:

- (a) The travelling expenses incurred by the Vendor in respect of his employees and the transport of their instruments and personal effects (within reasonable limits) in accordance with the specified method and class of travel where these are specified in the Contract;
- (b) the living expenses, including any appropriate allowance, of the Vendor's employees for each day's absence from their homes including non-working days and holidays;
- (c) time worked at the agreed rate, it being understood that overtime and work on holidays and at night will be charged at the special rates mentioned in the Contract;
- (d) time necessarily spent on:
 - (i) preparation and formalities incidental to the outward and homeward journeys;
 - (ii) the outward and homeward journeys;
 - (iii) daily travel morning and evening between lodgings and the site if it exceeds half an hour and there are no suitable lodgings closer to the site;
 - (iv) waiting when work is prevented by circumstances for which the Vendor is not responsible under the Contract;

2.3 Broj i kvalifikacije prodavaočeva osoblja, kao i procjena trajanja njihova boravka, bit će kako je to određeno u Ugovoru.

2.4 Dan kad prodavaočevo osoblje treba da stigne na radilište bit će kao što je to predviđeno u Ugovoru; ako u Ugovoru nije ništa o tome predviđeno, tada će kupac dati prodavaocu obavijest o zahtjevu za dolazak osoblja najmanje mjesec dana unaprijed.

3. ZAKONI I PROPISI POJEDINIH ZEMALJA

3.1 Kupac će dati prodavaocu pravovremeno sve informacije u pogledu mjesnih zakona i propisa potrebnih za dobro izvršenje Ugovora.

4. TROŠKOVI KOJE TREBA PLATITI KUPAC

4.1 Nadzor nad montažom vršit će se na osnovi utrošenog vremena. Slijedeće stavke bit će posebno zaračunate:

- (a) Putni troškovi prodavaocu za njegove namještenike kao i prijevoz njihove opreme i osobnih stvari (unutar razumnih granica) u skladu s načinom putovanja i putnim razredom kad su oni поближе određeni u Ugovoru;
- (b) troškovi boravka, uključujući i odgovarajuće dnevnice za svaki dan izbivanja prodavaočeva osoblja van njihovih kuća, uključujući i neradne dane i praznike;
- (c) vrijeme provedeno na radu po dogovorenim iznosima, podrazumjevajući da će se prekovremeni rad i rad na praznike posebno zaračunavati po posebnim iznosima navedenim u Ugovoru;
- (d) vrijeme nužno utrošeno za:
 - (i) pripreme i formalnosti vezane uz putovanje u dolasku i za povratak osoblja kućama;
 - (ii) samo vrijeme putovanja u dolasku i povratna putovanja kućama;
 - (iii) dnevna putovanja ujutro i uvečer između mjesta stanovanja i radilišta, ukoliko traje više od pola sata, a ne postoje odgovarajuće mogućnosti smještaja bliže radilištu;
 - (iv) vrijeme čekanja kad je do zastoja u radu došlo zbog okolnosti za koje prodavalac nije odgovoran u smislu ugovora;

(e) any taxes or dues levied on the invoice and paid by the Vendor in the country where erection takes place.

5. WORKING CONDITIONS

5.1 The price agreed for the supervision of erection shall be on the understanding that the following conditions are fulfilled, except so far as the Purchaser has informed the Vendor to the contrary:

- (a) the erection shall not be carried out in unhealthy or dangerous surroundings;
- (b) the Vendor's employees shall be able to obtain suitable and convenient board and lodging in the neighbourhood of the site and shall have access to adequate medical services.

Any departure from the conditions mentioned in this paragraph shall attract an extra charge.

6. LIAISON AGENT

6.1 The Purchaser shall designate in writing a competent representative to be his channel of communication with the Vendor's staff.

7. SAFETY REGULATIONS

7.1 The Purchaser shall notify the Vendor in full of the safety regulations which the Purchaser imposes on his own employees and the Vendor shall secure the observance of such safety regulations by his own employees.

7.2 If breaches of these regulations by the Vendor's staff come to the notice of the Purchaser, he must inform the Vendor in writing forthwith.

7.3 The Vendor shall inform the Purchaser in full of any special dangers which the execution of the erection may entail.

8. OVERTIME

8.1 Any overtime and the conditions thereof shall, within the limits of the laws and regulations of the Vendor's country and of the country where erection is carried out, be as agreed between the parties.

(e) svi porezi i nameti na fakture koje je prodavalac platio u zemlji u kojoj se izvodi montaža.

5. RADNI UVJETI

5.1 Cijena dogovorena za nadzor nad montažom podrazumijeva ispunjenje slijedećih uvjeta, osim u onim slučajevima kad je kupac obavijestio prodavaoca o protivnom:

- (a) montaža neće biti vršena na nezdravim ili opasnim radilištima;
- (b) izvodjačevo osoblje bit će u stanju osigurati odgovarajuće i pogodne uvjete prehrane i stanovanja u blizini radilišta, te će im biti pristupačne i odgovarajuće zdravstvene usluge.

Svako odstupanje od uvjeta navedenih u ovoj tački bit će obračunato posebno.

6. PREDSTAVNIK ZA VEZU

6.1 Kupac će odrediti pismeno ovlaštenog predstavnika putem kojeg će održavati vezu sa osobljem prodavaoca.

7. ZAŠTITNE MJERE

7.1 Kupac će upoznati prodavaoca o svim zaštitnim mjerama kojih se mora pridržavati njegovo vlastito osoblje, a prodavalac će osigurati primjenu tih zaštitnih mjera i od strane svoga osoblja.

7.2 Ukoliko bi kupac saznao za povrede ovih mjera od strane prodavaočeve osoblja, dužan je o tome odmah pismeno obavijestiti prodavaoca.

7.3 Prodavalac će iscrpno upoznati kupca o svim posebnim opasnostima povezanim uz izvršenje montaže.

8. PREKOVREMENI RAD

8.1 Prekovremeni rad, kao i uvjeti pod kojima će se on vršiti, bit će dogovoreni između stranaka, u granicama zakona i propisa prodavaočeve zemlje, kao i zemlje u kojoj se izvodi montaža.

9. WORK OUTSIDE THE CONTRACT

9.1 The Purchaser shall not be entitled to use the Vendor's employees on any work unconnected with the subject matter of the Contract without the previous consent of the Vendor. Where the Vendor so consents, he shall not be under any liability in respect of such work, and the Purchaser shall be responsible for the safety of the Vendor's employees while employed on such work.

10. INSTRUCTION OF THE PURCHASER'S EMPLOYEES

10.1 In appropriate cases the Contract may provide on the terms and conditions therein set out for instruction to be given by the Vendor to the Purchaser's employees who will run the Plant.

11. INTERRUPTION OF WORK

11.1 If the work is interrupted for a cause for which the Vendor is not responsible:

- (a) the Purchaser is entitled to send home the Vendor's staff, but in this case the Purchaser shall pay the expenses resulting therefrom;
- (b) the Vendor is entitled to recall his staff at the expense of the Purchaser if the interruption of erection exceeds the period fixed in paragraph J of the Appendix.
- (c) If the Vendor's staff is sent home or recalled, the contract is not terminated and its performance is merely suspended until the Purchaser has required the return of the Vendor's staff to the site by giving at least one month's notice or as may be agreed.

12. VENDOR'S LIABILITY

12.1 If it is shown that the Vendor or his staff have failed, otherwise than by reason of the circumstances mentioned in paragraph 10.1, of the General Conditions No. 574, to observe their obligations in accordance with clause 2 of these Additional Clauses, or that they have failed to use proper skill, care and diligence in carrying out the said obligations, and that the cost of erection to the Purchaser has thereby been increased, the Purchaser shall be entitled to claim repayment of the extra cost provided that he shall without delay have given written notice to the Vendor of his intention to make such a claim.

9. RADOVI KOJI NISU OBUHVAĆENI UGOVOROM

9.1 Kupac nema prava, bez prethodnog prodavaočeva pristanka, upotrebljavati njegovo osoblje na bilo kojim radovima koji nisu povezani s predmetom Ugovora. Ako se prodavalac složi da njegovo osoblje izvodi takve radove, on neće snositi za njih nikakvu odgovornost, a kupac će biti odgovoran za sigurnost prodavaočeva osoblja za vrijeme dok ono obavlja te radove.

10. OBUČAVANJE KUPČEVA OSOBLJA

10.1 U odgovarajućim slučajevima Ugovor može predviđjeti uvjete i okolnosti u pogledu obuke koju treba osigurati prodavalac za kupčevo osoblje koje je predviđeno da vodi postrojenje.

11. PREKID RADOVA

11.1 Ukoliko dodje do prekida radova iz razloga za koje prodavalac ne snosi odgovornost:

- (a) kupac ima pravo da pošalje kući prodavaočevo osoblje, ali u ovom slučaju kupac treba platiti sve troškove koji od toga nastaju;
- (b) prodavalac ima pravo opozvati svoje osoblje na trošak kupčev ukoliko prekid montaže traje dulje od razdoblja predviđenog u tački J Dodatka.
- (c) Ukoliko prodavaočevo osoblje bude poslano kući ili opozvano, ugovor nije raskinut, a njegovo izvršenje samo je prekinuto dok kupac ne zatraži povratak prodavaočeva osoblja na radilište, dajući mu obavijest o tome najmanje mjesec dana unaprijed, ili već prema tome kako je ugovoreno.

12. PRODAVAOČEVA ODGOVORNOST

12.1 Ukoliko se pokaže da prodavalac ili njegovo osoblje nisu uspjeli, zbog drugih razloga a ne zbog okolnosti navedenih u tački 10.1 Općih uvjeta br. 574, ispuniti svoje obaveze u skladu sa članom 2. ovih Dodatnih odredaba, ili da su propustili primijeniti odgovarajuću vještinu, brižljivost i pažnju u izvršenju navedenih obaveza, i da su se troškovi montaže za kupca zbog toga povećali, kupac ima pravo tražiti vraćanje ovih povećanih troškova, pod uvjetom da bez odlaganja dade prodavaocu pismenu obavijest o tome da namjerava postaviti takav zahtjev.

12.2 In the event of personal injury or damage to property occurring during erection and before supervision thereof and of commissioning of the Plant (where the contract provides for supervision of commissioning) has been completed, the liabilities shall be apportioned as follows:

- (a) The Vendor shall at his own expense make good any damage to the Plant or to any other property of the Purchaser to the extent that such damage was caused by a failure on the part of the Vendor or on that of his staff to use proper skill and care in fulfilling their functions as defined in paragraph 2.2 of these Additional Clauses.
- (b)
 - (i) In respect of personal injury, or of damage to the property of a third party, the respective liabilities of the Purchaser and of the Vendor towards the person injured or to the third party whose property has been damaged shall be governed by the law of the country where the injury or damage took place;
 - (ii) if the injured person or the said third party brings a claim against the Purchaser, the Vendor shall indemnify the Purchaser against such claim to the extent that the injury or damage was due to a failure of the Vendor or his staff as mentioned in sub-paragraph (a) hereof;
 - (iii) if the injured person or said third party brings a claim against the Vendor, the Purchaser shall, to the extent permitted by the law of the country where the injury or damage occurred, indemnify the Vendor against such a claim save to the extent that, by the operation of sub-paragraph (b) (ii) hereof, the Vendor would have been liable to indemnify the Purchaser had the claim been brought against the Purchaser.

12.3 In order to avail himself of his rights under sub-paragraph (b) of paragraph 12.2 of these Additional Clauses the party against whom a claim is made must notify the other of such claim and must permit the other, if the other so wishes, to conduct all negotiations for the settlement of such claim and to act in his stead or, to the extent permitted by the law of the country where the action is brought,

12.2 U slučaju osobnih ozljeda ili štete na imovini do koje bi došlo za vrijeme montaže i prije nego što bude dovršen nadzor nad montažom i puštanje u pogon (u onim slučajevima kad ugovor predviđa puštanje u pogon), odgovornosti će biti razdijeljene kako slijedi:

- (a) Prodavalac će na vlastiti trošak naknaditi svaku štetu postrojenju ili drugoj kupčevoj imovini u onom opsegu u kojem je ta šteta prouzrokovana propustom prodavaoca ili njegova osoblja da upotrijebe odgovarajuću vještinu, brižljivost i pažnju u ispunjenju svojih dužnosti definiranih u članu 2.2. ovih Dodatnih odredaba.
- (b)
 - (i) U pogledu osobnih ozljeda, ili štete na imovini trećih osoba, odgovornosti kupca odnosno prodavaoca prema ozlijeđenoj osobi ili prema trećoj osobi koje je imovina oštećena bit će regulirane prema zakonu zemlje gdje je ozljeda ili šteta nastala;
 - (ii) ako ozlijeđena osoba, ili navedena treća osoba, podnese zahtjev protiv kupca, prodavalac će naknaditi kupcu iznos zahtjeva u onom opsegu u kojem je ozljeda ili šteta nastala kao posljedica propusta prodavaočeva ili njegova osoblja navedenih u podtački(a) ovog člana;
 - (iii) ako ozlijeđena osoba ili navedena treća osoba podnese zahtjev protiv prodavaoca, kupac će, u opsegu dopuštenom zakonom zemlje gdje je ozljeda ili šteta nastala, naknaditi prodavaocu iznos zahtjeva, osim za onaj iznos koji bi, primjenom podtačke (b) (ii) ovog člana, prodavalac bio dužan nadoknaditi kupcu da je zahtjev bio podnesen protiv kupca.

12.3 Da bi se mogla poslužiti svojim pravima u smislu tačke (b) člana 12.2 ovih Dodatnih odredaba, stranka protiv koje je postavljen odštetni zahtjev mora obavijestiti drugu stranku o tome zahtjevu, i mora dopustiti drugoj strani, ukoliko to ova želi, da vodi sve pregovore za nagodbu i da joj u tome pomaže, ili da se, u granicama koje dopušta zakon

to join in such litigation.

12.4 Any limitation of the indemnities payable by either party by virtue of this clause shall be as stated in paragraph K of the Appendix.

12.5 Save as provided in this clause the Purchaser shall have no claim against the Vendor in respect of personal injury or damage to property or any losses, damages or expenses suffered by the Purchaser resulting from the erection operations or any delay therein unless it is shown from the circumstances of the case that the Vendor has been guilty of "gross misconduct" as defined in paragraph 9.17 of General Conditions No. 574.

A P P E N D I X

(to be completed by parties to the Contract)

Paragraph of Additional Clauses

- J. Duration of interruption in erection at the expiry of which the Vendor is authorized to recall his supervising engineers 11.1..... months
- K. Maximum indemnities payable by the parties 12.4..... (in the agreed currency)

zemlje gdje je tužba podnesena, pridruži parnici kao suparnica.

12.4 Svako ograničenje naknade koju bi trebala platiti bilo koja strana temeljem ovog člana bit će kao što je navedeno u tački K Dodatka.

12.5 Osim zahtjeva temeljem ovog člana, kupac neće imati nikakvih drugih zahtjeva protiv prodavaoca u pogledu osobnih ozljeda ili šteta na imovini ili gubitaka, šteta ili troškova pretrpljenih od kupca, a koje proizlaze iz montažnih radova ili njihova zakašnjenja, osim ako se pokaže iz okolnosti slučaja da je prodavalac kriv za grubu ne- mar kako je ovaj definiran u članu 9.17 Općih uvjeta br. 574.

D O D A T A K

(ispunjavaju ga ugovorne stranke)

Član Dodatnih odredaba

- J. Trajanje prekida montaže nakon kojega je prodavalac ovlašten opozvati svoje nadzorne inženjere 11.1..... mjeseci
- K. Gornja granica naknade plative od stranaka 12.4..... (u dogovorenoj valuti)

Preveo: B.V.