General Terms and Conditions

Business contracts: clauses 1–16 | Consumers: clause 17 only
Concrete works and related construction services | 2 October 2026

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1 Scope

Clauses 1–16 apply to concrete works and related construction services provided by Norske Betongbygg AS to businesses and other professional clients when the terms have been made available before the contract is concluded and form part of that contract. Publication on the website does not, by itself, incorporate these terms into an assignment.

For consumer contracts, only the separate payment terms in clause 17 apply, provided they have been agreed. The other provisions in clauses 1–16 do not apply to consumers. Consumer work is otherwise governed by a separate agreement and mandatory legislation, including the Norwegian Craftsman Services Act or the Norwegian Housing Construction Act where applicable.

2 Contract documents and order of precedence

Individually agreed contract provisions, agreed appendices and changes agreed in writing take precedence over these terms. An expressly agreed Norwegian Standard, such as NS 8405, NS 8406 or NS 8407, also takes precedence over these terms. The individual agreement takes precedence over the agreed standard. Mentioning a contract standard here does not automatically make it applicable.

The procurement model, any design obligations, deadlines, guarantees and security requirements must be set out in the project agreement. If the language versions of these terms conflict, the Norwegian text prevails.

3 Quotations and scope of work

Quotations remain valid for the period stated in the quotation. Before work starts, the parties must clarify the scope, pricing basis, programme, contact persons and execution assumptions in writing. Agreed exclusions and interfaces with other trades must be clearly described.

Labour, materials, transport, site establishment, cranes, pumping, winter measures and documentation are included to the extent stated in the contract. General descriptions of services on the website do not extend a specific assignment beyond its agreed scope.

4 Design and the client's cooperation

Responsibility for design, structural calculations, ground investigations, permits and setting out follows the agreed allocation of responsibilities. The company does not assume design responsibility merely by commenting on project information. This does not limit its responsibility for its own work or its duty to notify errors and risks that it identifies or ought to identify.

The client must provide the information, access and services for which it is responsible by the agreed deadlines. The parties must resolve matters that may affect quality, safety or progress before the affected work is carried out.

5 Site conditions and unforeseen circumstances

Before work starts, the parties must clarify access, ground capacity for machinery, storage areas, electricity, water, protective measures and coordination with other contractors. Each party must pass on relevant information it holds about cables, pipes, contamination and other risks.

If unexpected ground conditions, concealed structures or other unforeseen obstacles arise, the company must give notice and make the affected area safe. Price and time consequences are assessed under the contract's allocation of risk. Extra costs are not automatically charged to the client merely because a circumstance was unforeseen.

6 Quality requirements and concrete curing

The works must be performed with professional skill in accordance with the contract and applicable regulatory requirements. Concrete specifications, reinforcement, finishes, tolerances, inspection and any sample areas must be clarified in the project documentation. The company must give notice if specified solutions appear unsuitable.

Responsibility for curing, covering, temperature control and protection against loading must be established before pouring. The client must follow the operating and maintenance instructions provided. Cracking, colour variations and other surface deviations are assessed against the agreed requirements and technical performance; they are neither automatically acceptable nor automatically defects.

7 Variations and additional work

Variations must be ordered by persons with the necessary authority and recorded in writing. The company must communicate the expected effects on price, resources and deadlines as early as possible. Where an agreed standard permits the client to instruct variations, its rules apply.

If the price cannot be settled before the work is performed, the pricing method and the records of resources used must be clarified. Urgent measures needed to prevent damage may be taken without prior approval where waiting would be unsafe; the client must be notified immediately.

8 Price and payment for business clients

The pricing method, rates, measurement basis and any index adjustment must be agreed for the assignment. Prices to business clients exclude value added tax, which is added where required by applicable rules. A fixed price may only change where permitted by the contract or law.

Payment is due 14 calendar days after receipt of a correct, sufficiently itemised invoice, unless otherwise agreed. On larger projects, the company may issue monthly interim invoices for work performed. The project agreement or payment schedule identifies the projects to which this applies. The final account is invoiced after handover.

The company may invoice project material costs progressively as those costs are incurred. Where materials are charged on an actual-cost basis, a markup of 10% applies to documented acquisition costs after discounts and credits, excluding deductible input VAT. The material cost basis and markup must be itemised, and VAT is added as required by applicable rules. Returns and subsequent price reductions are credited with a corresponding adjustment to the markup.

Materials and markup included in a fixed price or another agreed price are not charged in addition. Progressive material invoicing does not, by itself, permit an agreed price ceiling to be exceeded. All interim and material invoices are credited in subsequent accounts so that the same cost is not charged twice.

Objections must be explained without undue delay. Undisputed amounts must be paid when due. The client may withhold a proportionate amount necessary to secure a justified contractual claim. Statutory late-payment interest and lawful recovery costs may be claimed under the applicable rules.

9 Programme and delay

Binding commencement and completion dates are set out in the contract. A party becoming aware of a possible delay must give notice without undue delay, describing the cause, expected impact and possible measures. Requests for an extension of time must be substantiated and documented.

Weather, supply problems or staffing difficulties do not automatically entitle a party to an extension. Risk is assessed under the contract and in light of what could reasonably have been planned for or prevented. Daily liquidated damages apply only if agreed. The client's other remedies follow the contract and applicable law, without double recovery for the same loss.

10 Site responsibilities and subcontractors

The parties must fulfil their respective health, safety and environmental duties and follow the agreed site procedures. Work presenting an immediate danger must stop until adequate protective measures have been implemented. Waste, chemicals and concrete residues must be handled responsibly, in accordance with the allocation of responsibilities in the contract.

The company may engage qualified subcontractors within the contract's framework and remains responsible for their contractual performance. Insurance and any security arrangements must meet legal requirements and the agreed project requirements. Relevant documentation is provided as agreed.

11 Handover and documentation

When the works are ready, a handover meeting must be arranged. The parties must record the date, outstanding work, identified defects and deadlines for follow-up. Handover may be refused if material defects prevent the agreed use or documentation necessary for lawful and safe use is missing.

The agreed documentation, including relevant inspection records, product information and maintenance documentation, must be delivered as stipulated in the contract. Payment or limited use does not, by itself, waive the client's defect claims.

12 Notification and correction of defects

The client must notify defects in writing within a reasonable time after discovery, or after the defect ought to have been discovered, providing a description and available documentation. Unless otherwise agreed, the final deadline for notifying defects is five years after handover. The company may not rely on late notification in cases of wilful misconduct, gross negligence or dishonesty. Statutory limitation rules apply separately.

The company must be given reasonable access to investigate and correct defects for which it is responsible, within a reasonable time and at no cost to the client. If correction is not properly performed, the client may claim necessary and reasonable remedial costs or an appropriate price reduction. If correction would be disproportionate, the client may claim an appropriate price reduction. Urgent measures to limit damage may be taken immediately. Other claims follow the contract and applicable law.

13 Liability and mitigation of loss

Liability for damages follows the individual agreement, any agreed contract standard and otherwise Norwegian law. These terms do not impose a general monetary cap on liability. Loss and causation must be documented, and the injured party must take reasonable steps to limit its loss. The same loss must not be compensated more than once.

The company is not responsible for circumstances caused solely by misuse, inadequate maintenance or interventions by others, unless it nevertheless has responsibility under the contract or applicable law.

14 Suspension and ending the contract

In the event of a material payment default, the company may suspend the affected work after giving written notice with a reasonable payment deadline and expressly warning of possible suspension. Legitimate withholding of payment does not justify suspension. Works and materials must be protected.

The client may cancel in writing. The settlement covers completed work and documented financial loss caused by the cancellation, less savings and income from alternative use of released resources. The company must mitigate its loss.

Either party may terminate for the other party's material breach. Before termination, notice of the breach and a reasonable opportunity to remedy it must be given, unless remedy is impossible or the party cannot reasonably be required to wait.

15 Exceptional impediments

A party may claim an extension of time to the extent performance is prevented by exceptional circumstances beyond its control that it could not reasonably have foreseen when entering the contract and whose consequences it could not reasonably have avoided or overcome. The party must promptly give notice, document the impact and seek to limit the consequences.

Payment obligations for work already performed remain in force. The allocation of costs follows the contract and applicable law. If an impediment is prolonged, the parties must discuss continuation or termination with a documented settlement.

16 Communication and disputes

Notices and claims must be sent in writing to the contact persons and through the channels agreed for the project. Confidential and commercially sensitive information must be protected, except where disclosure is legally required or is both lawful and necessary to perform the assignment.

The contract is governed by Norwegian law. Disagreements should first be addressed through negotiations between the parties' authorised representatives. If no resolution is reached, the dispute is referred to the ordinary courts under the applicable venue rules, unless expressly agreed otherwise. Negotiations do not restrict either party's right to preserve claims or comply with legal deadlines.

17 Separate payment terms for consumers

This clause applies to assignments for private individuals acting as consumers only when it has been made available and agreed before the contract is concluded. Clauses 1–16 do not apply to such assignments. Individually agreed terms and mandatory consumer legislation take precedence over this clause. The assignment is otherwise governed by the separate consumer agreement and applicable law.

Payment is due 10 calendar days after receipt of a correct, sufficiently itemised invoice, but only for amounts that may lawfully be demanded. The invoice must enable the consumer to check the work, materials and calculation of the price. Quoted consumer prices and amounts payable must include any applicable VAT and other mandatory charges.

On larger projects, the company may issue monthly interim invoices for work performed. The project agreement or payment schedule must identify the project as subject to this arrangement. The company may also invoice material costs progressively as they are incurred, insofar as payment may lawfully be demanded under the rules below. The final account is invoiced after completion or handover, as required by the relevant agreement and legislation.

Where materials are charged on an actual-cost basis, a markup of 10% applies to documented acquisition costs after discounts and credits, excluding deductible input VAT. The invoice shows the material cost basis, markup, any VAT and the total amount including VAT. Returns and subsequent price reductions are credited with a corresponding adjustment to the markup. Materials and markup included in a fixed price or another agreed price are not charged in addition. Binding price estimates and price ceilings must be respected. Previously invoiced amounts are credited in subsequent accounts.

For work covered by the Norwegian Housing Construction Act (bustadoppføringslova), the statutory requirements for interim and advance payments in section 47 apply. The company merely incurring a material cost is not, by itself, sufficient to demand payment. The statutory conditions concerning the value of work performed and materials delivered to the property, freedom of those materials from encumbrances, and any transfer of title or separate advance-payment guarantee must be met. At least 10% of the contract price must not be demanded before handover. Any required contractor's guarantee under section 12 must be documented as prescribed by law; it does not replace any necessary advance-payment guarantee under section 47.

The consumer's statutory right to withhold payment and other mandatory rights are not restricted. Other consumer assignments remain subject to the applicable legislation on payment demands and advances. Late-payment interest and recovery costs may only be claimed within the conditions and limits set by law.