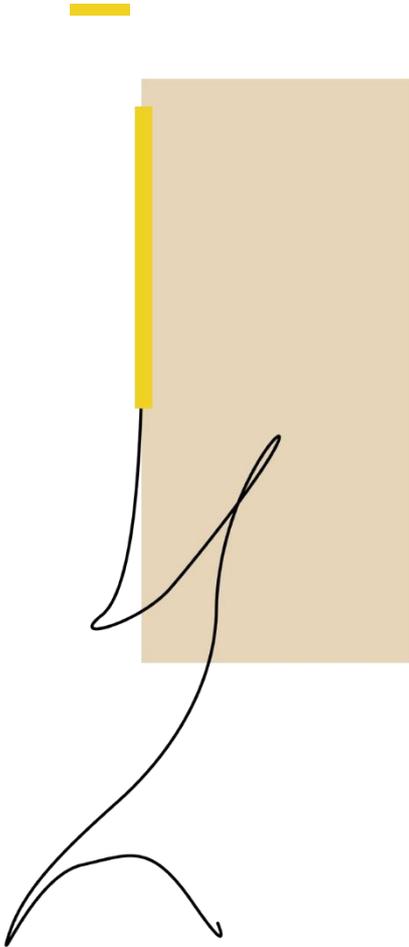


Corona and UAV GC 2012 contract



Relevant clauses and points of attention

1. Safety

The contractor ensures safety on the site. Subsequently, he is also responsible for safety measures in connection with corona (§6 lid 16 UAV).

- ✓ Implementing adequate safety measures on building sites

2. Restricting government regulations

The contractor has to comply with and implement these regulations. If these regulations are new and involve additional costs, the contractor is entitled to additional payment (§6 paragraph 12 UAV).

- ✓ Monitoring which regulations apply within the project concerned
- ✓ As far as new regulations will lead to additional costs, provide the client with written requests for additional payments.

3. Additional costs

Additional costs due to corona (examples are extra safety measures, hiring of staff, stagnation) may possibly – depending on the circumstances – be charged to the client under §47 paragraph 1 UAV (cost-increasing circumstances that increase the costs of work considerably).

- ✓ Written and substantiated claim for reimbursement of costs to the client (§6 paragraph 15 UAV)
- ✓ Document the impact of the corona outbreak on this project; what is not possible now, and why? Which obligations / activities are affected? Which costs are the result?
- ✓ Document which measures are taken to limit the damage.

4. Extension of term

In the case of:

- granting of a request by the client (§8 paragraph 4); or
 - force majeure (§8 paragraph 5), e.g. employees/suppliers/etc. dropping out
- ✓ Ask the client for an extension of the term if necessary

5. Amendment of agreement

In the event of unforeseen circumstances (Section 6:258 (2) DCC); the current pandemic might possibly be designated as an unforeseen circumstance.

6. Termination of agreement

If the contractor will not perform the agreement as a result of a circumstance that cannot be attributed to him (Section 7:756 (2) DCC). For example if entire teams were to be forced to stop working due to illness.

7. Reasonableness and fairness

- ✓ Consider a reasonable solution that is in the interest of both parties, who have both not counted on this situation.

Questions or contact?

Jan Hein Meerburg | janhein.meerburg@kvdl.com | 06-26350749 | 15 March 2020