

**ATTACHMENT**

**Terms and conditions for digital deliveries to construction works**

This attachment governs the terms and conditions for the digital information that the employer provides to the contractor as the parties have agreed upon in accordance with the below-stated construction contract.

**1. Generally**

1 Contract designation

2 Employer

3 Contractor

4 Contract date

5 Date of any amendments to this Attachment  
Governing the Terms and Conditions

**2. Delivery specification as to provided digital information**

The delivery specification document describes the characteristics of the digital information in the form by which the information is provided by the employer for the contracted construction.

The delivery specification is stated in the following attachments (dated and labeled with the contract designation):

The delivery specification is drafted in accordance with the following documents:

The digital delivery according to these terms and conditions contains information batches that are to be considered as descriptive in accordance with the contract documents.

Such information batches have specific designation by status, which shall appear as stated in the delivery specification.

In the event of a conflict between the content in such status-designated information batches and other descriptions within the framework for the contract documents, the below-designated information shall have precedence:

Status-designated digital information is to have precedence

Descriptive information is to have precedence

The digital delivery according to these terms and conditions shall contain information as to the version of the information batches and when they were generated. How the version is to be labeled shall be stated in the delivery specification.

13 **3. Delivery and inspection upon receipt of the provided digital information**

14 **3.1 The delivery**

15 Known errors, deficiencies and deviations from the delivery specification shall be documented in writing and accompany each delivery.

16 Each delivered information batch shall be accompanied by documentation stating any changes in the planned and designed data.

17  Manner of delivery (if not stated in the delivery specification):

18 **3.2 Inspection upon receipt**

19 Inspection upon receipt shall be performed by the receiver in order to verify that the provided information is consistent with the delivery specification in accordance with chapter 2 of this attachment governing the terms and conditions.

20  Inspection upon receipt shall be performed in accordance with the method stated in the following documents (unless the method is stated in the delivery specification):

21  A receipt is to be provided for received information upon its reception.

22  Received information shall be approved in writing after the inspection upon receipt has been performed.

23 **4. The contractor's right of use with respect to the provided digital information**

24 The contractor's right to use the delivered digital information is limited to the purpose agreed upon in accordance with the contract executed between the parties and to which these terms and conditions constitute an attachment.

25 The contractor has the right to use the delivered digital information in its own systems without changing the information and/or the information structure.

26 The contractor has the right to use and adjust the delivered digital information to its own systems and also change the information and/or information structure.

27  Delivered digital information exempted from the contractor's right of use:

28  The contractor has the right to transfer the delivered digital information to another party without the purchaser's written consent.

29 **5. The consultant's liability for delivered digital information**

30 The employer is liable only for the correctness of the delivered digital information in its condition at the time of the delivery.

31 The employer is liable for that the digital information fulfils the characteristics in the delivery specification in accordance with chapter 2 in this attachment governing the terms and conditions, wherewith any deviations in accordance with chapter 3 shall be noted.

32 The performed inspection upon receipt as well as any approval by the receiver of the delivery in accordance with chapter 3 does not discharge the employer from liability for the delivered digital information

33 The employer is liable only for such delivered digital information that is intended to be used for the contracted construction.

34 The liability encompasses all provided digital information, in other words, the employer is responsible for all excess information being removed.

35 The liability encompasses only provided digital information as specified in the delivery specification. The employer has no liability for any excess information.

36  The liability does not encompass the following delivered digital information:

37 **6. Miscellaneous**