



YBN READY MIX CONCRETE

Date: 02/01/2023		Agreement Ref. YBN/23/085	
Supplier: YBN READY MIX CONCRETE		Salesperson:	
Address: Bole Sub-City, Wereda 11		Email:	
Beside ICT park		+251911178671	
House no- new		: +251924306768	
Addis Ababa		TIN: 0042536890	
Customer:			
Address: PO Box			
Addis Ababa			
Attention:			
Project:		Ref:YBN/23/085	
Consultant:		TIN:	
Client : Baheran		Quantity:M3	
Contractor:			
Location:, Addis Ababa			

#	Mix Description	Unit	Qty	Unit price Birr/m³	Total Price Birr/m³	
1	C 30 OPC	M3	197	9,800	1,930,600	00
SUB TOTAL					1,930,600	00
VAT 15%					289,590	00
G.TOTAL					2,220,190	00

Article 1: Concrete Supply and service pricing



YBN READY MIX CONCRETE

Terms and Conditions	
Tax	All price are expressed in birr and are inclusive of V.A.T
Booking	All concrete bookings must be sent in writing at least 48 hours prior to the required supply start date and before 4:00pm of the previous working day.
Payment	100% Cash in Advance at least 3 days prior to first delivery date.
Accessibility	It is the responsibility of the Contractor to ensure that there is suitable and safe access to site for trucks and pumps.
Tax Details	TIN: 0042536890 VAT number: 7726920821
Bank Details	Bank Name: commercial Bank of Ethiopia Beneficiary Name; YBN Ready Mix Concrete Manufacturing Beneficiary Address: Bole sub city, Wereda 11 House new Branch: Tele Medhanialalem Branch Account Number :1000507950958

Article 2: Rights and Duties of Supplier

- 2.1. Compressive strength tests specimens shall be taken jointly during the pouring at site.
- 2.2. In case of discrepancy of concrete volume, physical measurement of element shall be taken jointly with the supplier's Quantity Surveyor.
- 2.3. The Supplier shall produce and supply the quantity and type of concrete stated in article one in accordance with Ethiopian Standards.
- 2.4. The customer can return the ready mix concrete to the supplier if it is proven it does not comply with the fresh properties required at site.
- 2.5. The Supplier shall transport the concrete to the Project location with its pumping service and confirm its quantity and quality at the delivery site. Slump and compressive strength test on cubes will be done as ordered by the Customer. The Frequency of Sampling and the number of Test Cubes shall be decided by the Customer and should be as per the international concrete testing standards.
- 2.6. The Supplier is responsible for the quality of Concrete. If all the tests of the concrete become unacceptable, the Customer can claim the Supplier to compensate all damages imposed on the Customer due to the unaccepted test result. The compensation is limited to the cost of material replacement (concrete, steel and workmanship). The Customer shall inform the Supplier in writing of any failure within 3 days of its occurrence.
- 2.7. The Supplier is not responsible for any concrete failure due to poor workmanship during placing, compaction, finishing and curing of the concrete at site.

Article 3: Rights and Duties of Customer

- 3.1. The Customer shall unload and empty the mixer trucks as soon as they arrive on site.
- 3.2. The Customer shall pay the Supplier in accordance to Article One.
- 3.3. The Customer shall make the site ready and suitable for truck mixers and concrete pumps. If the concrete becomes unusable due to delays or negligence on the part of the Customer, the concrete shall be charged to the Customer.
- 3.4. The Customer shall bear any cost related to testing & inspection done by him to confirm the quality of the concrete.
- 3.5. The Customer shall provide delivery schedules including dates and quantities to the Supplier and ensure that the delivery order request is given to the Supplier at least 48 hours ahead of scheduled pours.

Article 4: Force Majeure

- 4.1. Conditions that are considered as force majeure are those stated in the Ethiopian Civil CODE, Article 1792 and 1793

Article 5: Disputes

- 5.1. The relevant provision of the Ethiopian laws and code shall govern matters that are not expressly or by necessary implication provided in this agreement.



YBN READY MIX CONCRETE

- 5.2. Where there is disagreement between the contracting parties, the parties will discuss and try to come up to an agreement.
- 5.3. If the contracting parties could not come to an agreement, the Customer or Supplier shall pursue his rights according the Ethiopian Law.

Customer	Supplier
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:

Witnesses			
	Name:	Signature:	Date:
1			
2			
3			