

Metal Union Terms and Conditions 2025

What has changed and why?

The Metal Union Terms and Conditions have been amended. Below, we explain the most important changes we have made compared to the 2019 version. We also explain why we felt the changes were necessary.

Article 2.1 - Withdrawal of an offer

This article has been amended to state that the contractor may also withdraw offers that include a period of validity. Previously, the contractor could only withdraw offers without a period of validity. Withdrawing an offer means that it is no longer valid.

Article 4.3 - Duty to warn

States that the contractor is not obliged to warn of inaccuracies in, among other things, the order and drawings and calculations provided by the client to the contractor. He is also not required to conduct an independent investigation into this. This deviates from the law, which does impose a warning obligation for the contractor.

Article 6.3 - (Transport) documents

Sometimes the contractor needs (transport) documents that are not in his possession but in the possession of the customer. Article 6.3 now stipulates that the customer is obliged to hand over these documents to the contractor. This obligation is new.

Article 8.2 - Force majeure

This article lists more examples of situations that constitute force majeure, including: disruptions in the supply of energy, outbreaks of infectious diseases and staff shortages.

Article 11.2 - Delivery file

On 1 January 2024, the Quality Assurance Act for the Construction Industry will come into force. This Act requires contractors to provide a delivery file to the customer in many cases. It is permissible to agree otherwise, which is why we have stipulated in 11.2 that the contractor is not automatically obliged to provide such a file.

Article 12.3 & 12.4 - Liability

12.3 - This article clarifies that if a contractor does not have liability insurance or if it does not pay out, he must pay 15% of the total contract sum as compensation to the client.

12.4 - This article lists more examples of consequential damage. It also states that damage to or caused by or with equipment (such as a forklift truck) made available to the contractor will not be compensated in any case.

Article 12.6 - Term for compensation

This article is new and has been included to ensure that a customer cannot claim compensation from the contractor two years after the damage occurred.

Article 13.3 & 13.4 - Complaints

Two sections have been added to this article to clarify what happens to costs incurred in handling a complaint. For example, the customer must cooperate free of charge in investigating a complaint and must reimburse all reasonable costs incurred by the contractor in investigating the complaint if it subsequently proves to be unfounded.

Article 20.2 - Termination or cancellation of the contract

This article includes the option to terminate the agreement. This is only possible if the contractor agrees. The client must then pay the contractor compensation equal to 20% of the agreed or estimated price. For clarification, it has been added that the contractor may also request higher compensation or impose other conditions for the termination.

Article 17.6 - Penalty for failure to cooperate

Article 17.5 states that the contractor may retrieve items if it has invoked its retention of title and the client must cooperate in this. New in Article 17.6 is that if the client fails to cooperate, it will be liable to pay a penalty of € 250,- per day, up to a maximum of € 25.000,-.

These were the most important changes to the Metaalunie terms and conditions. If you have any questions about this, please contact one of the commercial legal advisors on +31 30 - 605 33 44 or bj@metaalunie.nl.