

1913
CABLE ADDRESS
COPENHAGEN: FOLIA SMITH
LONDON: CHALK HILLS

F. L. SMITH & Co. ENGINEERS

PLANS & MACHINERY

FOR

CEMENT WORKS, BRICK WORKS, LIME WORKS, MORTAR WORKS
AND

MINING INDUSTRIES

ENGINEERING WORKS

IN

COPENHAGEN, LÜBECK & NEW YORK

BRANCH OFFICES
NEW YORK:
60, CHURCH ST., CITY.

1908:

1. RUE DE LA PAIX, 10.

1909:

PLACE CLUGNES,
9, COURSE STREET, S. A.

BERLIN

1. W. 14, FRIEDENSHAGEN STR.

47, PETERBURG,
CONCORDIA.

1911: 21

1. RUE DE LA PAIX, 10.

CODES USED:

A. B. C. CODE, AM AND INTERCOM
THE ENGINEERING TELEGRAPH CODE
UNION'S STANDARD TELEGRAPHING CODE
WESTERN UNION TELEGRAPHING CODE
IMMEDIATE SERVICE

CP/HB

ALL ADVERTISEMENTS ARE CONTINGENT UPON ORDERS.
ADVERTISEMENTS, DELAYS OF CARRIERS AND OTHER CAUSES
BEYOND OUR CONTROL.

COPENHAGEN B., 33, VESTERGADEN. September 2nd 1913

Messrs. The Siam Cement Company, Ltd.,

B a n g k o k .

Dear Sirs,

Referring to our conversation with your directors, Messrs. Gollo and Grut, we have the pleasure to confirm the conditions agreed for our delivery of working machinery for your new cement plant at Bangkok.

We supply you a complete installation for a cement works to be erected at Bangkok, in accordance with our specification of August 14th last and the general arrangement of the plant as shown on our drawing No. 98970. It is agreed that we are not to deliver the gypsum mill quoted on pages 10 and 11 of our specification at the price of £485, as well as the guards for gear wheels quoted on page 12 at the price of £187.

Deduction being made for these two items the price of the machinery to be supplied by us will amount to £12875. Off this sum we are willing to grant you a reduction of £475 so that the ultimate price of the machinery quoted for will be £12400.

We supply you with the necessary foundation and erection drawings for all the machines as well as such particulars for the buildings as will enable you to construct the same yourselves.

All the machinery to be delivered free on board steamer at Copenhagen, packed in a suitable manner for oversea transport.

The expenses for marine and fire insurance are to be carried by you, and you take all other risks for the machinery after they have been delivered free on board Copenhagen.

Delivery of the machines is to take place from Copenhagen between June 15th and July 15th, 1914, in such a way that the heavy machinery is shipped as early as possible, whereas it is of inferior importance to ship the smaller machines and machinery parts before July 15th. For such parts of the machinery as are not sent within the above named space of time we are ready to pay you by way of liquidated damages, and not by way of a penalty, a sum corresponding to one half per cent of the value of the machines not supplied in due time for each full week the delivery is delayed. If the delay in delivery of some of the machines does not cause any delay

in the erection and starting of the plant we are not to pay anything for the delay.

All materials used in the construction of the specified machinery will be of the very best quality suitable for the purpose to which they are applied. The workmanship will be first class throughout, and the method of machining is such as will insure the greatest possible accuracy.

We undertake to replace free of charge, delivery to be made free on board Copenhagen, packing for oversea transport included, any part of the specified machinery which may be broken or suffer from undue wear within six months from the date of starting the plant, unless such wear or breakage is caused by careless or improper treatment.

With regard to the output of the machinery, we guarantee that the raw mill will be able to turn out a quantity of slurry corresponding to 470 casks of cement (at 170 kilos) in twenty-two hours, which means that if the mill is kept running for six days of twenty-two working hours every week, it will produce at least the slurry necessary for 120.000 casks (at 170 kilos) of finished cement.

We further guarantee that the kiln will be able to produce

400 casks (at 170 kilos) per twenty-four hours continuous working, and that the clinker mill will yield an output of 470 casks (at 170 kilos) cement in twenty-two hours, under the supposition that the clinker have been stored for at least two weeks before being ground. It is further understood that the cement must not be coarser than corresponding to eighteen per cent residue on the 4900 mesh standard testing sieve.

If it cannot be seen from the working accounts for the plant that the above named output is obtained, there has to be made one or more separate tests for each of the said departments in order to control what the machines really are able to produce. The tests to demonstrate the fulfilment or otherwise of the guarantees referred to shall be carried out while our engineers, kiln experts, and fitters are in charge of the department in question, and the tests have to be made not later than two months after the factory has been started. We reserve for ourselves the right to decide at what time within the above named space of time the tests have to be carried through.

The duration of each test of the machines in the mills is to be ten hours, and of each test of the kiln twenty-four hours.

It is a condition for the tests with our machines that such machinery parts necessary for the working as have not been supplied by us, are working without interruption.

If the above named tests show that our machinery cannot produce what we have guaranteed, you have the right to demand that we deliver you within three months such complements of the machinery as may be necessary to obtain the guaranteed output. These complements have to be supplied in the same way as stipulated for the main delivery. If after these three months i.e. five months after the factory has been started these complements have not been shipped from Copenhagen, we have to pay you as liquidated damages, and not by way of a penalty, a sum which is agreed as follows:

for each cask of cement by which the capacity of the kiln is below 400 casks per twenty-four hours we are to pay you £5,

for each cask of cement by which the capacity of the mills is below 470 casks in twenty-two hours we are to pay you £5..

We shall not be liable for any further penalty or damage than specified above and cannot be made responsible for any loss of profit on your part.

In case of lock-outs, strikes, accidents, or other force majeure, the time of delivery is to be increased accordingly.

We agree to supply you with a qualified erecting engineer, a chemical engineer, a kiln expert, and a first class fitter for the building, erecting and starting of your factory. For these people

we charge you the following salaries:

for each of the engineers £2 per day,

for the kiln expert £1 per day, and

for the fitter £1 per day,

for the number of days of their absence from Copenhagen, you to provide them with suitable board and lodging at your cost during the time our people are in your service. Further you are to bear the travelling expenses for our people in the suitable class from Copenhagen to Bangkok and on their return journey.

We have agreed to the following conditions of payment:

At the same time as you confirm this agreement, you pay us 35 per cent. of the above named sum of £12400, and at the time when the machinery is delivered in Copenhagen a further payment of 55 per cent. is to be made gradually as you receive the bills of lading from us.

The last instalment of 10 per cent of the said £12400 is to be made two months after the factory has been started. If the factory has been started later than January 15th, 1915, and the delay is not due to too late delivery of our machinery, the last instalment of 10 per cent shall be made not later than March 15th, 1915. If we have delayed the shipment of the machines, and this has been the cause of the factory being started later than January 15th, 1915, you have

a right to adjourn the payment of the 10 per cent so long time after March 15th as the starting of the factory has been delayed by us.

Immediately upon the arrival of the new raw material samples of which shipment has been advised, we will undertake the grinding trials necessary for judging whether the machines specified for the raw mill in our quotation will be large enough for yielding the guaranteed output. Should these samples turn out to differ from the small samples originally submitted to us, and alterations of the design or size of machines in the raw mill consequently be required, you are bound to bear the expenses arising through this change; on the other hand we are willing to grant you a relative reduction if it should turn out that the size of the machines can be reduced without endangering the fulfilment of our guarantees.

Any question which cannot be settled finally between you and ourselves shall be subjected to arbitration by the International Court of Bangkok.

All payments under this agreement shall be made to "Den danske Landmandsbank" in Copenhagen.

We hope to receive your signature to this agreement, and remain,

Yours faithfully,

F. L. Smidth

*Accepted and agreed to the above conditions
in the name of and on behalf of*