

**Conditions of Purchase of Advanced  
Formwork Co. Ltd. or any other company  
referencing these Conditions of Purchase of  
Doka in business use  
(hereinafter referred to as “Doka”)**



**1. GENERAL PROVISIONS**

- 1.1 These standalone purchase order terms and conditions (“Purchase Conditions” or “Conditions of Purchase”) apply where there is no express contract between Advanced Formwork Co. Ltd. and the Supplier (“Supplier” or “Contracting Party”) for the supply of goods and/or services (“**Products**” or “**Deliverables**”) to DOKA for DOKA’s own use or for passing on to a third party, with or without further processing or handling by DOKA.
- 1.2 These Conditions of Purchase alone shall apply. DOKA shall not be bound by any terms and conditions of business of the Contracting Party. (e.g. but not limited to any terms and conditions printed on Supplier’s acknowledgment form or invoices, and other related forms which impose additional terms and conditions or impose terms and conditions that are inconsistent with the terms and conditions of this document or the relevant Purchase Order issued by DOKA) without prior confirmation in writing.
- 1.3 Where there is an express contract, that other contract applies to the exclusion of these Purchase Conditions. If there is any conflict, ambiguity or inconsistency between any parts of these Purchase Conditions, then the following order of precedence shall apply:
  - (a) the relevant Purchase Order;
  - (b) the clauses in the pre-existing contract;
  - (c) the clauses in these Purchase Conditions.
- 1.4 Amendments or supplements shall be in writing and signed by both Parties. This shall also apply to an agreement to dispense with these Purchase Conditions.
- 1.5 Standard electronic signature shall have the equivalent legal effect of a handwritten signature.

**2. PURCHASE ORDER**

- 2.1 Subject to clause 2.2, the Supplier agrees to supply and DOKA agrees to accept the supply of Products/Deliverables (being the goods and/or services, as appropriate), as set out in the Purchase Order (being the document described as such and provided by DOKA to the Supplier requesting the supply of the Products to DOKA).
- 2.2 If the Purchase Order does not specify a quantity or value of Products to be purchased by DOKA, then DOKA will not be bound to purchase any specific or minimum quantity or value of Products. The Supplier may only invoice DOKA for the quantity of Products actually supplied to DOKA in response to a Purchase Order from DOKA.
- 2.3 DOKA may withdraw the Purchase Order at any time prior to its acceptance by the Supplier.
- 2.4 Only Purchase Orders or contract awards that are in writing shall be valid. Verbal or telephone agreements shall be binding only if they are subsequently confirmed by DOKA in writing.

**3. DELIVERY**

- 3.1 The Supplier must deliver the Products to the delivery location specified in the Purchase Order on the delivery date (or earlier with DOKA’s prior written consent).
- 3.2 If the Supplier cannot deliver the Products by the agreed delivery date, DOKA may elect, at its discretion, to:
  - (a) treat the order as cancelled at any time and recover any loss or damages from the Supplier;
  - (b) purchase the Products ordered or any part thereof from other sources on the Supplier’s account, in which case, the Supplier shall be liable to pay DOKA not only the difference between the price at which such Products have been actually purchased and the price calculated at the rate set out in this Purchase Order, but also any other loss or damage DOKA may suffer;
  - (c) without prejudice to the above provision DOKA may accept late delivery, subject to a deduction in payment of 2% of the total order price for every week or part thereof of the delay, towards liquidated damages, subject to maximum deduction of 20% of the price of the Purchase Order
- 3.3 Each delivery must be accompanied by:
  - (a) delivery documents marked with the Purchase Order number, a description of the Products, the quantity of Products, the Supplier’s details including name, address, telephone number, facsimile number, e-mail address, the address of the delivery point and any other address to which the Products are to be supplied or charged, and the dispatch date and the dispatch number;
  - (b) a copy of the packing list (within each package of the Products);
  - (c) a copy of the Purchase Order; and
  - (d) any other detail or document that is required to be provided under any relevant law or as may be requested by DOKA.



- 3.4 DOKA may reject any Products if DOKA (acting reasonably) considers any of the warranties in these Purchase Conditions are untrue or have been breached, or if the delivered Products do not conform with the Purchase Order. DOKA's acceptance of the Products will not waive, limit or prejudice any rights, powers or remedies DOKA may have as a result of a breach of any of the warranties, or any law or otherwise under these Purchase Conditions.
- 3.5 Products shall be properly packed and labeled conforming to special instructions, if any.
- 3.6 Supplier shall adhere to the various provisions under all the statutory legislations in respect of these Purchase Conditions including but not limited to the Metrology and Standardization Law, enacted by Royal Decree No. M/51 in 1434 AH (2013 AD).

#### **4. RISK, TITLE AND INSURANCE**

- 4.1 Unless an agreement is made to the contrary, the earliest point at which the risk pertaining to the Products is transferred to DOKA is when the Products are delivered and unloaded at the notified destination point, if applicable. If it is the task of the Contracting Party to assemble and/or install the item (in particular, a machine), the risk is not transferred until the Contracting Party has successfully completed the assembly and/or installation and DOKA has signed any acceptance report that may be planned. The risk and costs incurred for any return deliveries shall in any event be covered by the Contracting Party.
- 4.2 The Contracting Party and DOKA hereby agree that all deliveries to DOKA shall be free of retentions of title.
- 4.3 The Supplier must have and maintain the following insurances with a reputable insurer covering the amounts indicated below unless DOKA has agreed for a different amount in an existing contract with the Supplier
  - (a) (for Services) a public liability insurance policy for at least \$2,8 million for any one event, a workers' compensation insurance policy and where applicable an employer liability insurance policy; or
  - (b) (for Goods) a public and product liability insurance policy in respect of the Goods and Services for at least \$2,8 million for any one occurrence in respect of public liability and in the aggregate during any 12 months period in respect of products liability.

#### **5. PURCHASE PRICE AND INVOICING**

- 5.1 DOKA will pay the purchase price set out in the Purchase Order ("Price") for the Products until the due date specified on the Supplier's tax invoice or, in case no due date has been specified, within 90 days of the receipt of the Supplier's tax invoice, whichever is later. The Price will be in line with any agreed pricing between DOKA and the Supplier.
- 5.2 Each Purchase Order is placed on a firm price basis in accordance with the Deliverables specified in the Purchase Order and is not subject to any price increases without DOKA's prior written consent.
- 5.3 Unless DOKA has different delivery conditions agreed in an existing contract, the Supplier's prices shall be deemed to include all costs payable by DOKA for the Deliverables based on DDP terms as per Incoterms 2010.
- 5.4 Estimates, quotations, and planning and consultancy work shall not be charged to DOKA, unless an agreement is made to the contrary.
- 5.5 All payments due under these Purchase Conditions shall be made in the currency agreed in the Purchase Order and by electronic funds transfer to such bank account as Supplier may designate from time to time.
- 5.6 The Supplier must give reference of the Purchase Order number on its invoice. Failure to do this may result in extra time required to resolve any issues and may cause payment delays.
- 5.7 DOKA shall under no circumstances be liable to pay to the Supplier any interest or costs whatsoever that may be incurred by the Supplier for any late payment of invoice.
- 5.8 DOKA shall not be required to pay any disputed amount or invoice until such dispute has been resolved and the Parties agree that the amount is valid and properly due to the Supplier.
- 5.9 Each Party shall be responsible for paying its own bank charges.
- 5.10 The Contracting Party shall not be entitled to set off its own receivables against DOKA's claims or receivables or to withhold or reduce payments to DOKA for any reason. This prohibition in respect of offsetting receivables shall not apply to the Contracting Party's receivables if these have been acknowledged in writing by DOKA or if they have been recognized by a declaratory judgement.

#### **6. TAX**

- 6.1 The Supplier shall give all notices and pay all taxes (including withholding tax), duties and fees that are required of it by Applicable Laws in connection with its provision and/or performance of the Deliverables (according to negotiated Incoterms).



6.2 All withholding taxes on payments to be made to Supplier shall be reported and withheld by DOKA. In the event that the Supplier is exempt from withholding taxes, the supplier shall duly and timely inform and provide DOKA with its exemption certificate.

## **7. WARRANTY/INDEMNITY/PRODUCT LIABILITY AND REMEDIES**

7.1 DOKA does not have a duty to check the supplies immediately. Potential warranty/indemnity claims of DOKA remain unaffected.

7.2 The Contracting Party is liable for ensuring that its contractual services in particular deliveries of goods and work as regards the processing, workmanship or manufacture of products and services –comply with the intended use by DOKA of which the Contracting Party was aware or of which he should have been aware. The Contracting Party has a duty to clarify any queries it may have about the purpose for which the Product is to be used by asking DOKA. In particular, the Contracting Party also guarantees that, if the Products for which the Contracting Party has provided services of whatever kind are passed or sold on to a third party, these Products can be used for the purpose envisaged by the third party.

7.3 The Contracting Party shall warrant that the Products supplied to DOKA are new (unless otherwise stated in DOKA's Purchase Order), merchantable quality and conform to the specifications given by DOKA.

7.4 The Supplier shall supply the Products to DOKA free and clear from any and all liens, restrictions, reservations, security interests or encumbrances. The Supplier warrants that the Products do not infringe any patent published or for which any patent application is pending, or other intellectual property rights of any third party and do not utilize or misappropriate any third-party trade secrets, information.

7.5 The Contracting Party shall provide for the goods or services rendered a full guarantee for the duration of 24 months from handover or acceptance or for the duration for which warranty is given by the Supplier, whichever is longer. Here all defects that occur within the warranty period shall be covered by the warranty.

7.6 Apart from the warranty as provided above, in the event a larger warranty period is stipulated under any applicable law, DOKA shall be entitled to and shall have recourse to such larger warranty period notwithstanding the provisions of clause 7.5. It is agreed by common consent that the assumption of defects at the point of handover shall apply if the defect manifests itself within 18 months after the handover or acceptance.

7.7 In the event of warranty becoming operative, DOKA shall have the choice between a reduction in price, cancelling the contract, or asking for the item to be repaired or replaced or in case of short delivery: for fully delivery to be effected and for reimbursement of all losses that may have been incurred by DOKA as a result of the defective or short supplies/services without the need for proof of negligence. However, DOKA may only request replacement if this is not impossible and if it does not involve a disproportionately large outlay.

7.8 Where DOKA has to provide warranty to the subsequent holder, warranty to DOKA from the Contracting Party shall extend so as to cover the period of warranty by DOKA to the subsequent holder even after the period set out in clause 7.6 has elapsed.

7.9 The Supplier will indemnify DOKA and its respective officers, employees and agents for all claims, demands, liabilities, losses, damages, costs, expenses incurred or suffered by DOKA resulting from breach of warranty and/or breach of its obligations under these Purchase Conditions.

7.10 The Supplier will indemnify DOKA and its respective officers, employees and agents for all claims, costs or losses in respect of personal injury or death, or loss of or damage to any property arising out of or as a consequence of the provision of goods or services under these Purchase Conditions.

7.11 The indemnity shall be reduced proportionally to the extent that the act or omission of DOKA or its officers, employees or agents contributed to the claims, costs or losses.

7.12 The indemnities and assumptions of liability contained in this clause and elsewhere in these Purchase Conditions will continue in full force and effect notwithstanding termination of these Purchase Conditions whether by the passage of time or otherwise.

7.13 The product safety of the supplies and services provided by the Contracting Party shall comply with the requirements of the relevant statutory provisions/rules and regulations. The Contracting Party shall be liable to DOKA for this and shall also indemnify DOKA against all claims by third parties. In the event of any claim and/or demand and/or loss and/or damage being suffered by Doka on account of any defect and/or deficiency in the Product, the Supplier shall be liable to make the same good to Doka and shall indemnify and keep Doka indemnified in respect of all such claims and/or demands and/or losses and/or damages suffered by Doka. Furthermore, in this context the Contracting Party shall, if requested to do so by DOKA, undertake for a period of 15 years to name the relevant manufacturer, importer or the party who supplied it with the product



and all useful documentation to fight product liability claims by a third party and make these available to DOKA in a timely manner. Insofar as the Contracting Party provides any services on DOKA's premises (including unloading and erection work), in respect of other liability vis-à DOKA, the Contracting Party shall ensure that the relevant accident prevention regulations will be complied with.

## **8. CONFIDENTIALITY & INTELLECTUAL PROPERTY**

- 8.1 Where DOKA has made documentation available to the Contracting Party – in particular, drawings, plans and samples – the Contracting Party shall, in particular, check these to ensure that they are correct and complete and, if any doubts exist in this respect, the Contracting Party shall take the initiative to clarify these with DOKA. Documentation that has been handed over shall remain the property of DOKA and is to be handed back to DOKA at the end or upon completion of the contract. Copyright and/or other intellectual or industrial property rights to these documents have not been transferred or assigned by DOKA for use.
- 8.2 The Contracting Party undertakes to treat in the strictest of confidence the terms of the Purchase Order, any negotiations and information relating to the Purchase Order and any other information passing between DOKA and the Supplier as well as all documents and other information received from DOKA and in particular, but not exclusively, production know how, quantities, documentation and drawings, which are made available to the Contracting Party in the course of the business relationship with DOKA or from which the Contracting Party derives knowledge in another way, and only to use these for the purpose set out in the subject of the agreement. This duty shall not cease when the business relationship ends.

## **9. TERMINATION**

- 9.1 DOKA may terminate the Purchase Order in whole or in part at its sole discretion upon 30 (thirty) days' prior written notice.
- 9.2 DOKA shall have the right to terminate, cancel or suspend, by written notice, in whole or in part, the Purchase Order with immediate effect in the following events:
- (a) If the Contracting Party commits breach of any terms and conditions of this Purchase Order;
  - (b) If the Contracting Party is incapable of complying and fulfilling its obligations as stated herein;
  - (c) If the Contracting Party becomes insolvent or makes a composition with its creditors or being a company going into liquidation either voluntarily or compulsorily; or
  - (d) If the financial position of the Contracting Party at any time is considered to be unsound;
  - (e) If the Contracting Party assigns or attempts to assign its responsibilities under the Purchase Order to third party without prior written consent of DOKA;
  - (f) If the Contracting Party breaches any of its obligations under the provisions 12.7 and 12.8
- 9.3 Upon cancellation or termination of this Purchase Order, DOKA may require the Contracting Party to transfer title and deliver to DOKA any completed Products and DOKA will pay the Price for such Products subject to set off against any damages claimed by DOKA.
- 9.4 The right to terminate shall be without prejudice to any other rights and remedy which DOKA may have against the Contracting Party.

## **10. FORCE MAJEURE**

- 10.1 Neither party shall be deemed to be in breach of any obligation under these Purchase Conditions resulting from acts or events beyond that Party's reasonable control, including but not limited to any act of God (including lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave, landslide, or adverse weather conditions), outbreak, epidemic or pandemic of any kind or communicable or virulent disease/infection and any actions taken by any government or public authorities in response to any of the foregoing, any acts of war or terrorism, hostilities (war be declared or not), invasion, act of foreign enemies, strikes, lock out, disorder, any shortage of labor, any customer's failures, civil unrest, riots, revolution, rebellion, quarantine of any kind, natural disaster, flood, fire, embargo, boycott, insurrection, explosion, shortage of gas, fuel or electricity, hacker attack, piracy, interruption of transportation, governmental actions and injunctions, change of law, unavoidable accident.
- 10.2 Upon the occurrence of a force majeure event, the Contracting Party shall notify Doka thereof as soon as practicable, but without undue delay. In this case, the Contracting party shall take all mitigation measures in order to limit the impact of the force majeure event to the maximum extent possible and inform Doka of any possible consequences and solutions.
- 10.3 If the inability to perform of the Contracting Party shall continue or can be reasonably expected to continue longer than 2 months, Doka may terminate the agreement by written notice with immediate effect.

## **11. ASSIGNMENT AND SUB-CONTRACTING**

- 11.1 The Supplier shall not assign, sub-contract the whole or any part of these Purchase Conditions without prior written consent of DOKA.



11.2 If such consent is granted by DOKA, it shall not relieve the Supplier from any liability or obligations under these Purchase Conditions and the Supplier shall be responsible for the acts, omissions, defaults or negligence of any sub-contractor, its agents or workman as fully as if they were the acts, omissions, defaults or negligence of the Supplier.

## **12. MISCELLANEOUS**

12.1 Should one provision in these Conditions of Purchase be or become invalid, the validity of the remaining provisions shall not be affected.

12.2 Nothing in this contract shall be construed to make either party an agent, employee, franchisee, joint venture partner or legal representative of the other Party.

12.3 Except where expressly contemplated, these Purchase Conditions do not create any rights which are enforceable by any person who is not a party to this contract.

12.4 Unless otherwise stated, the rights and remedies of DOKA under these Purchase Conditions are cumulative and do not exclude any other right or remedy provided by applicable law.

12.5 DOKA shall be within its rights to set off the open claims held by DOKA or Umdasch Group or their affiliate companies against any demands and/or claims from the Contracting Party or its affiliate companies. The term "affiliate companies" shall mean any entity that, directly or indirectly, controls, is controlled by, or is under common control with the referenced entity, including the referenced entity's parent. In this definition, "control" shall mean the power to direct the management and policies of an entity, directly or indirectly, whether through the ownership of shares, voting rights or otherwise. The Contracting Party hereby grants its express permission or consent to a complete or partial transmission by DOKA of all or any of its rights and obligations hereunder to any person or party: in this connection, the Contracting Party hereby expressly waives any possible right to raise an objection thereto in case of a transfer of enterprise including in any scheme of arrangement/amalgamation or reconstruction to which DOKA may be a party.

12.6 In no event will DOKA be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages allegedly suffered by the Supplier.

12.7 The Contracting Party agrees to comply with the Umdasch Group Supplier Code of Conduct as amended from time to time, and its obligations referred to therein (see <https://www.umdachgroup.com/supplier-due-diligence/>).

12.8 The Contracting Party shall perform its obligations under this Agreement in accordance with any and all applicable laws, including, without limitation, any laws and regulations concerning economic and trade sanctions and export control enforced by the USA, EU, UK, UN [the "Regulation(s)"] and to safeguard that also its owners/shareholders, employees, representatives, agents, direct or indirect business partners, financial service providers, etc. ["CP-Partner(s)"] comply with these Regulations. Should CP or a CP-Partner breach any such Regulation, Doka shall be entitled to terminate this contract (incl. purchase orders) with immediate effect, as well as to any and all measures necessary for Doka and affiliated companies of Doka to comply with Regulations ["Doka Measure(s)"]. CP shall not be entitled to liability or other claims against Doka arising from Doka Measures.

12.9 The place of performance for all services of all kinds, in particular deliveries and payments, is the premises of Advanced Formwork Co. Ltd. This shall even apply if it is agreed that the handover or acceptance shall be at another location.

12.10 These GTCs shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. Any claim arising out of or in connection with these GTCs, shall be submitted to the exclusive jurisdiction of the competent courts of the Kingdom of Saudi Arabia. The business relationship between DOKA and the Contracting Party shall be governed by the laws of the Kingdom of Saudi Arabia, excluding the conflict of law rules of private international law and the UN sales convention.

12.11 Time wherever mentioned in these Purchase Conditions shall be of the essence of the Purchase Order and/or these Purchase Conditions.

12.12 In order to fulfil contractual obligations or in case of legitimate interest, DOKA processes personal data of a contact person of its customer such as name, business address, business phone number and business email address by data processor DOKA GmbH, Josef-Umdasch-Platz 1, 3300 Amstetten, Austria. The data is being stored until contractual or statutory obligations are fulfilled or as long as such a legitimate interest exists. The data subject is entitled to certain rights according to mandatory national or supranational law, such as a right to access, a right to erasure or a right to lodge a complaint with the relevant national supervising authority. In case of questions related to data protection, please contact [dataprotection@doka.com](mailto:dataprotection@doka.com).