



General Terms and Conditions of Doka India Private Limited

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Part I – General Terms & Conditions for all Contracts

1. Scope of Application

- 1.1. Unless otherwise expressly agreed in writing, the following terms and conditions of Doka India Private Limited [hereinafter referred to as “DOKA”] shall exclusively apply to sale of goods, services and mutatis mutandis to renting of its products on hire by Doka to its contracting parties [hereinafter referred to as “CUSTOMER”]. The terms of business are an integral part of all business transactions including agreements for sale, delivery, buy-back & rental of its products as well as for provision of services including planning and projection services between the CUSTOMER & DOKA in its capacity as seller, hirer or contractor for work and/or services.
- 1.2. Upon acceptance of an offer from DOKA or upon placing an order, the CUSTOMER shall expressly recognize the unrestricted validity of these terms of business and shall relinquish in full the application of CUSTOMER's own general terms & conditions for purchase of goods and services and for hiring of goods. General terms & conditions of the CUSTOMER shall not become part of contract, even if these are not expressly or impliedly objected to by DOKA. By placing an order on DOKA, accepting an order from DOKA or concluding an agreement with DOKA, the CUSTOMER waives application of its own general terms & conditions, in particular of the clause [if any] providing for exclusive application of the same.
- 1.3. **Part-I** – The general terms & conditions stipulated in Part I shall apply to all contractual relationships relating to sales, delivery and rental of products of DOKA including formwork, formwork elements, accessories, scaffolding material and other parts etc. as well as those relating to various services rendered by DOKA including projection and planning services.
- 1.4. **Part-II** – The terms & conditions specified in Part II shall apply to contract for renting of goods on hire, in addition to the terms & conditions stipulated in Part I hereof.
- 1.5. For any conflict in terms of Part I & Part II conditions specifically mentioned in Part II shall supersede those of Part I.

2. Confidentiality

The CUSTOMER shall be obliged to maintain confidentiality in respect of the content of the agreements concluded or in the process of being concluded between the CUSTOMER and DOKA. This shall also apply to all information provided to the CUSTOMER by DOKA. The CUSTOMER undertakes to treat all commercial and technical details, whether stored electronically or in the hard form, which are not publicly known and of which CUSTOMER obtains knowledge in the course of the business relationship, as ‘trade secrets’ or ‘confidential information’. The CUSTOMER shall be liable for all damages, whether tangible or intangible, caused to DOKA due to non-compliance with the foregoing confidentiality norms. These obligations of confidentiality shall continue to apply without any restriction even after the expiry or termination of the agreement as well as after closure of the discussions where the negotiations break down before conclusion of the agreement.

3. Conclusion of the Agreement

- 3.1. Offers from DOKA are not binding on DOKA insofar as the same are not expressly designated in writing as binding.
- 3.2. Orders from the CUSTOMER shall necessarily be accepted in writing by DOKA. In the absence of an order confirmation, the submission of Good for Construction (“GFC”) drawing and / or collection and / or delivery of the equipment shall be deemed a confirmation of agreement.
- 3.3. All amendments, changes and / or additions from or to these terms of business require prior express written confirmation of DOKA.
- 3.4. Declarations which are submitted by employees of DOKA or other persons employed by DOKA are valid only to the extent the same are confirmed by DOKA in writing.

4. Miscellaneous Conditions

- 4.1. The scope and extent of obligations to be performed by DOKA shall be determined by a prior written confirmation.
- 4.2. DOKA shall store & protect the personal data of the CUSTOMER as per the legal requirements.

5. Price and Terms of Payment

- 5.1. DOKA's prices are net prices, quoted ex-works or ex-warehouse excluding GST which shall be payable extra at actuals as per Government regulations.
- 5.2. Payment for goods and services shall be made through a confirmed and irrevocable Letter of Credit, payable at sight, issued by any scheduled bank in India, as per UCP latest version.
- 5.3. DOKA reserves the right to increase its agreed price due to increase in price of materials, raw materials, salaries & wages, production costs or due to any Government action or due to any reason beyond the control of DOKA, during the period from date of commencement of the contract to the completion of contract, DOKA may however provide details of any such increase if so desired by the CUSTOMER.
- 5.4. Unless otherwise expressly agreed in writing all payments shall be made by a demand draft / pay order drawn on a scheduled bank located in Mumbai, in favor of "Doka India Private Limited" or by presentation of a Letter of Credit where the beneficiary of the Letter of Credit shall be "Doka India Private Limited" and the advising bank shall be the bank as may be notified by DOKA. The said Demand Draft, Pay order or Letter of Credit shall be for the full amount receivable by DOKA including all taxes [i.e. GST and any other taxes & duties/ cess as may be applicable]. Discounting charges, if any, incurred by DOKA shall be borne by the CUSTOMER.
- 5.5. As soon as the first installment of the price is paid, all taxes, duties, cess and levies including GST for the complete payment, shall become due.
- 5.6. Any terms & mode of payment contrary to the above methods are valid only when specifically agreed upon by DOKA in writing.
- 5.7. In the event of default in payment and irrespective of the blame, the CUSTOMER undertakes to pay to DOKA interest on arrears at the rate of 18 % p.a. applicable from the date of the invoice. The CUSTOMER also undertakes to indemnify DOKA for all costs & damages suffered by DOKA due to such default on part of the CUSTOMER, without prejudice to the rights of DOKA to resort to the other legal remedies available to DOKA under the applicable laws.
- 5.8. Invoices, if sent electronically, shall be deemed to have been received by CUSTOMER as soon as they can be accessed or taken note of by the CUSTOMER under ordinary circumstances (e.g. e-mail receipt).
- 5.9.
- 5.10. Bills of exchange shall only be accepted by DOKA if agreed separately. Payment shall only be deemed to have been effected upon the day on which DOKA can finally make use of the funds in its account.
- 5.11. To the extent that the CUSTOMER was granted special terms such as discounts, it is agreed that such discounts shall cease to apply in the event of default and shall then be invoiced by DOKA.
- 5.12. in case of default on installment payments, the entire outstanding owed to DOKA will become payable immediately.

6. GST & other Taxes

- 6.1. All taxes, duties, cess and levies, including GST, shall be charged at the prevailing rates. Any increase in the rate due to any Governmental action shall be borne by the CUSTOMER.
- 6.2. Any Entry tax or Octroi, if applicable at the delivery location shall be borne by the CUSTOMER.
- 6.3. Other taxes & duties, if imposed either by the Central or State Government or any public authority, shall also be borne by the CUSTOMER.

7. Reservation of Title

- 7.1. All deliveries by DOKA shall be effected with reservation of title. The goods supplied shall remain the property of DOKA until the entire receivable amount including purchase price and other charges are received by DOKA in full. Goods are deemed to include all tangible and intangible goods including but not limited to documents, planning services, software, programs, systems etc. If the CUSTOMER owns other DOKA material also at the project site, such material shall be sufficiently marked so it can be clearly distinguished from material under reservation of title.
- 7.2. The reservation of title shall also extend to products arising from the processing of goods supplied by the seller. If the goods are processed, combined or mixed, DOKA shall acquire joint ownership of the ensuing products and the CUSTOMER shall be the custodian of such goods.
- 7.3. Unless otherwise permitted by DOKA in writing, the CUSTOMER is prohibited from transferring, alienating, disposing or creating any third party charge or interest in the goods supplied by DOKA to the CUSTOMER under reservation of title, in any manner whatsoever, including but not limited to offering such goods as collateral or as security to any third party.

- 7.4. All accounts receivable arising from the resale of the goods under reservation of title in respect of DOKA effected contrary to Clause 7.3 are hereby assigned by the CUSTOMER to DOKA. The CUSTOMER shall make necessary notes in his books and outstanding items lists and is obliged upon the request of DOKA to notify DOKA of names and addresses of its purchasers as well as the amount of the accounts receivable arising from the resale and to advise its CUSTOMERS of the assignment of the claim of DOKA. Profits realized by the CUSTOMER from the resale of the goods subject to reservation of title shall be passed on to DOKA immediately without delay.
- 7.5. In the event that the goods subject to reservation of title are pledged or otherwise used by third parties the CUSTOMER shall be obliged to assert the right of ownership of DOKA and to notify DOKA without delay in writing. The CUSTOMER shall reimburse DOKA all costs arising in connection with safeguarding the right of ownership of DOKA. The CUSTOMER shall provide DOKA, upon the latter's request, all documents necessary for safeguarding and implementing the right of ownership of DOKA.
- 7.6. In the event of payment default by the CUSTOMER, the goods subject to reservation of title shall be returned to DOKA immediately upon request for the same by DOKA. Insofar as the CUSTOMER does not comply with this request immediately, DOKA shall be entitled to collect the goods subject to reservation of title. In any case the CUSTOMER shall bear the costs and risk of dismantling of goods & transportation of the goods to DOKA works or warehouse. The return or collection of the goods in this respect does not imply withdrawal from the agreement. DOKA is entitled to sell the recovered goods elsewhere and to offset the profits against his claims on the CUSTOMER.
- 7.7. The CUSTOMER shall not be allowed to mix the equipment with objects of the same kind but procured from other sources, unless clause 7.1 has been complied with. The CUSTOMER shall have to prove which of the mixed objects are objects procured from other sources owned by the CUSTOMER.
- 7.8. The resale of the goods subject to reservation of title by the CUSTOMER is only permitted with the express written consent of DOKA.

8. Delivery

- 8.1. Delivery periods and dates announced by DOKA are approximate and are always ex works. Should the delivery date or delivery period be delayed by more than two (2) weeks for reasons other than those mentioned under Clause 8.3, the CUSTOMER can withdraw from the agreement after setting an additional deadline, without success, of at least another two (2) weeks in writing. A partial default by DOKA shall only entitle the CUSTOMER to a partial withdrawal from the agreement without raising any additional claims

against DOKA. However in no case DOKA shall be liable to pay any Liquidated Damages for any delay in delivery for reasons beyond the control of DOKA.

- 8.2. The delivery is on time if the goods are made available for dispatch on the delivery date or by the end of the agreed delivery period by DOKA at its works or warehouse or, insofar as dispatch by DOKA is agreed in writing, if dispatch has commenced by this date.
- 8.3. Regular delivery for all accepted Purchase orders / work orders: All Customer Delivery requests received until 12.00 P.M. will be delivered on the next working day. All customer delivery requests received after 12.00 P.M. will only be delivered on the day after next working day.
- 8.4. Express Delivery for all accepted Purchase orders / work orders: subject to a charge of INR 5000 or 10 % of the freight cost, whichever is higher, (per consignment) and subject to availability, urgent delivery requests received until 12.00 P.M. will be delivered on the same working day and all URGENT delivery requests received after 12.00 P.M. will be delivered on the next working day.
- 8.5. Force Majeure: Neither party shall be deemed to be in breach of any obligation of this Agreement (except any obligation of payment) resulting from acts or events beyond that party reasonable control, including but not limited to any act of God, 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 supply or labour, breakdowns or malfunctions, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, 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, failure of any supplier, contractors or subcontractors.
- 8.6. If a force majeure event occurs, the party affected shall be entitled to postpone the performance that is required to render to the extent and for the period of time that such party is prevented by the event of force majeure. Upon occurrence of such an event, the affected party will make its utmost efforts to notify the other party thereof as soon as practicable.
- 8.7. If the inability to perform of the affected party shall continue longer than Six (6) months, the other party may terminate the Agreement by notice with immediate effect. Such termination will not relieve the party from its obligation to pay any amounts accrued or otherwise owed for products or services rendered until termination..

DOKA shall not be obliged to make any further deliveries in the event of any default / delay on the part of the CUSTOMER in making payment of the amount due, until the entire amount receivable by DOKA from the CUSTOMER, including invoiced amounts, arrears and interest thereon and / or other charges, is received by DOKA in full.

- 8.8. The CUSTOMER shall be obliged to accept partial deliveries from DOKA.
- 8.9. The CUSTOMER shall accept the delivery of goods if there are minor defects.
- 8.10. The method of delivery and packaging of goods shall be determined by DOKA.
- 8.11. The CUSTOMER shall accept delivery of the goods without delay, unless they show material defects. Any additional costs incurred by DOKA based on delayed acceptance shall be borne by and invoiced to the CUSTOMER.

9. Documents and Software

The CUSTOMER is not entitled to use any documents provided by DOKA (e.g. planning and/or project documentation etc.) and also any software and / or system provided by DOKA for any purposes other than the purposes specified in the agreement. The know-how included in the documents shall be provided to the CUSTOMER for these purposes only.

10. Transfer of the Risk and Dispatch

- 10.1. The risk of loss and damage to the goods shall pass to the CUSTOMER as soon as the goods are actually made available by DOKA for dispatch. Insofar as dispatch by DOKA has not been agreed, the CUSTOMER shall ensure immediate collection of the goods.
- 10.2. The dispatch or carriage of the goods shall be effected in all cases at the risk and costs of the CUSTOMER, irrespective of whether the transportation is effected or organized by DOKA or the carriage is paid by DOKA or the carriage without obligation is agreed.
- 10.3. The CUSTOMER shall observe the requirement of giving notice of defects in the carrier and for damage in transit. Transport insurance shall only be arranged at the cost of CUSTOMER if the CUSTOMER expressly request so in writing.
- 10.4. DOKA will not participate, even partially in the CONTRACTOR's insurance policy.
- 10.5. DOKA may at its sole discretion in certain cases during certain period when the ownership of the goods is with DOKA but the possession is with the Transporter or the CUSTOMER (such as transit period), insure the goods at the cost of the CUSTOMER and the CUSTOMER shall in such

cases reimburse to DOKA the cost of the insurance premium.

11. Warranty and Liability

- 11.1. The CUSTOMER is obliged to notify DOKA of any defects immediately in writing, within seven (7) days at the latest, upon delivery of the goods/performance and before processing or using them, with an accurate description of the faults. This shall also apply in respect of insufficient deliveries. DOKA must be notified in any event of defects detected at a later time at the latest within the same seven (7) days period. In case defects are not notified in time, the goods/performance shall be deemed approved even with respect to such defects. Notwithstanding this notification duty, any legal proceeding relating to warranty claims shall be initiated within a period of not more than six (6) months from delivery of the goods/performance, failing which such claims would be treated as time barred.
- 11.2. Notification of the defects shall not discharge the CUSTOMER from its obligation to make payment to DOKA. It is a condition of the warranty of DOKA that the CUSTOMER has met all obligations, especially its payment obligations and has specified and notified the defects on time.
- 11.3. DOKA is entitled to rectify defects and / or damages at its option by replacement, repair or improvement within a reasonable period. As long as DOKA makes use of this right the CUSTOMER has no right of cancellation, price reduction or monetary compensation.
- 11.4. Further processing, treatment or utilization of the goods by the CUSTOMER or by third parties (other than the CUSTOMER) and/or use of the goods by third parties to whom the CUSTOMER has made available the goods without express written permission of DOKA shall negate the warranty.
- 11.5. Should the CUSTOMER refuse to accept the delivered goods, except in the case where the goods delivered are of inferior quality / having major defect, he is liable to DOKA for any loss occasioned by his refusal to take such delivery. During the period the CUSTOMER shall ensure the goods are properly unloaded, stored and held at the disposal of DOKA.
- 11.6. DOKA does not waive its right to claim that the defect was notified late or not in sufficient detail.
- 11.7. The CUSTOMER enters into contractual relationship with DOKA at its sole risk as to costs and consequences for any loss or damage caused as a result of improper use or handling of the goods supplied by DOKA. DOKA shall not be responsible for any loss or damage to the property or person of the CUSTOMER or any third party arising out of improper use of such goods. The liability of DOKA shall in any event be limited to direct damages only

not exceeding the maximum limit of five (5) % of the initially agreed contract value. The CUSTOMER can only claim direct damages actually suffered subject to the above mentioned ceiling of five (5) % of the initially agreed contract value. The burden of proof regarding the actual direct damages suffered is upon the CUSTOMER. DOKA shall in no event be liable for any indirect damages, consequential loss, loss of profit and losses based on claims of any third party against the CUSTOMER.

11.8. DOKA is only liable for the faults of its vicarious agents insofar as the latter are incorporated into the operational organization of DOKA. Liability of DOKA is therefore excluded especially for the fault of its suppliers or carriers.

11.9. The CUSTOMER undertakes to bind its Customers to the limitation of liability of these terms of business in full, who in turn shall also undertake to pass on this obligation.

11.10. If the goods are produced in accordance with plans, documents or instructions of the CUSTOMER, the CUSTOMER shall be exclusively liable for the infringement of intellectual property rights including Copyright and Trademark [hereinafter referred to as "IPR"] of the third parties and shall indemnify DOKA insofar as claims are made against DOKA on the basis of the infringement of such IPR.

11.11. The CUSTOMER shall recognize that it is not possible in respect of the current state of technology to produce software programs, which are completely error-free. DOKA shall not guarantee therefore that the software will function without interruption or be error-free or that errors can be completely eliminated.

11.12. DOKA does not guarantee the completeness and/or accuracy of information on the products of third parties. It is the responsibility of the CUSTOMER to seek information from the respective manufacturer.

11.13. DOKA shall not be obliged to provide any guarantees or performance guarantees, especially monetary performance guarantees.

12. Time Limitation

Unless otherwise agreed, the time limit for warranty claims by the CUSTOMER that might arise against DOKA during and in connection with the delivery of goods and services rendered is six (6) months from the date of delivery / services rendered.

13. Technical Instructions & Briefing of the CUSTOMER

13.1. The goods shall be used in accordance with the technical instructions (e.g. user information, formwork drawings, etc.) of DOKA, otherwise the CUSTOMER shall be excluded from warranty and

compensation claims. It is the responsibility of the CUSTOMER to obtain DOKA's technical instructions necessary for its purposes, at its own expense.

13.2.

Technical advice from the employees of DOKA is restricted to an explanation of the written instructions of DOKA; DOKA shall not be liable for information from its employees over and above this. Only

13.3. the department responsible at the registered offices of DOKA is authorized to give information beyond an explanation of the written instructions of DOKA, in particular appropriate solutions for specific applications. The CUSTOMER shall only obtain such information from this department.

13.4. The costs for planning services or any other DOKA services will be charged to the CUSTOMER.

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13.5. Apart from the above only the legal regulations apply to the engineering processing and any other works and services carried out by DOKA.

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13.6. DOKA shall be under no obligation to provide inspections and / or technical assistance and / or technical instruction in case the Customer has overdue amounts payable to DOKA in accordance with DOKA statement of account only.

14. Termination

14.1. The contractual parties are entitled to terminate the Agreement by giving thirty (30) days notice in writing, if the other Party:

14.1.1. Commits any material breach of these terms and conditions, including but not limited to terms of payment, and has not remedied such breach within thirty (30) days of written request to remedy the same; or

14.1.2. Becomes or threatens to become insolvent, is adjudged bankrupt or becomes the subject of dissolution, liquidation or bankruptcy proceedings whether voluntarily or involuntarily which are not dismissed within thirty (30) days, or applies for judicial or extra-judicial settlement with its creditors, makes an assignment for the benefit of creditors, or otherwise discontinues business;

14.2. Any such termination of the Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under the contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

14.3. DOKA can additionally withdraw from the agreement if its performance of the contract has become illegal, impossible or unreasonable, whether temporarily, for any reason whatsoever.

14.4. In the event of termination, DOKA shall be entitled to receive from the CUSTOMER all receivables including the amounts due for goods already supplied and the services rendered until the termination of the Agreement.

15. Return of the Goods

15.1. Goods already supplied by DOKA under Clause 7.1 and any copies of documents etc. shall be returned to DOKA within fourteen (14) days of the termination of the agreement and any installed software (e.g. programs) shall be deleted. Insofar as the CUSTOMER does not comply with this obligation, DOKA is entitled to collect the goods at the expense and risk of the CUSTOMER and delete the software by itself.

15.2. If the goods to be returned are not clearly identifiable from others, the DOKA is entitled to select an item. The CUSTOMER shall indemnify DOKA in this respect from any claims of the third parties.

16. Exclusion of Set-off

The CUSTOMER is not entitled to offset any claims of DOKA from the amounts payable by the CUSTOMER to DOKA.

17. Severability Clause

If, for any reason, one or more of the provisions of these terms of business or of an agreement between the CUSTOMER and DOKA becomes invalid or unenforceable, for any reason whatsoever, the remaining provisions which are separable from such invalid provisions shall continue to remain valid and enforceable. In place of the invalid or unenforceable provision, DOKA at its sole discretion shall substitute fresh valid provisions which are closest to the intent of such invalid provisions.

18. Stamp Duty and Registration

Stamp duty under the Bombay Stamp Act, 1958 and registration fees under the Registration Act, 1908 shall be borne by the CUSTOMER, if applicable.

19. Place of Performance and Jurisdiction

19.1. The place of performance for all obligations arising from or in connection with contractual relationships between DOKA and the CUSTOMER shall be Mumbai.

19.2. All disputes between the CUSTOMER and DOKA including the question of the valid realization of the agreement as well as its preliminary and

subsequent contractual effects, shall be decided, at the option of DOKA, by the competent Court in Mumbai, or by an Arbitrator as per Arbitration and Conciliation Act, 1996. DOKA reserves its right to commence any legal action in Courts elsewhere in India having jurisdiction over the matter.

19.3. If DOKA opts for resolution of a dispute by an Arbitrator, the Bombay Chamber of Commerce Rules of Arbitration & Conciliation shall apply. The arbitrator shall have the knowledge of the construction industry. The decision shall be made by the sole Arbitrator appointed in accordance with the above mentioned rules and shall be final and binding. The place of arbitration shall be Mumbai & the language of arbitration shall be English. The contractual parties shall waive their right to appeal against the arbitration, insofar as it is legally permissible to waive such a right.

19.4. The arbitration clause mentioned hereinabove is applicable to all the contracts entered between DOKA and the CUSTOMER except as expressly provided therein.

20. Applicable Law and Interpretation

All contracts shall be governed and construed according to the laws of India.

21. Waiver

As far as it is possible under mandatory law, the CUSTOMER and DOKA shall waive the right to appeal against these terms of business as well as against agreements concluded between them and/or the right to demand the cancellation or amendment of the same. In particular an appeal on the grounds of a mistake or laesio enormis is excluded.

22. Signage Advertising boards

22.1. DOKA shall be entitled to erect appropriate Signage advertising boards of a reasonable pattern and size easily visible on the building site showing its name and of its products.

22.2. DOKA shall also be entitled to take photographs of the site and its products and to use them in for advertising through its brochures, catalogues, literature, reference lists etc. or through other modes of advertisement using the name of the CUSTOMER.

22.3. Any advertising attachment on the products of DOKA by the CUSTOMER or any third party, particularly the builders or the owners, shall require the prior written consent of DOKA.

Part II – Supplementary Terms & Conditions for Rental

1. The CUSTOMER shall ensure collection of the rented goods from the place of business of DOKA as

stipulated by DOKA. Upon expiry or termination of the rental period, the goods shall be returned by the CUSTOMER to the same place of business of DOKA in a clean and completely usable condition.

2. The CUSTOMER shall bear the costs of collection and return. If the rented goods are not returned immediately, DOKA shall be entitled to collect the rented goods itself at the expense of the CUSTOMER.
3. The rental period shall commence upon the date on which the goods are dispatched from Doka's warehouse unless otherwise agreed.
4. The rental period shall end on the day on which the goods are received at the notified place of business of DOKA on expiry or termination of the rental period without necessitating any separate declaration to this effect.
5. Unless otherwise expressly agreed in writing, the minimum rental term shall be three (3) months.
6. In the event the goods are not returned by the end of the rental term, DOKA without prejudice to its rights to resort to other legal remedies available to it under any law, is entitled to receive from the CUSTOMER the rentals up to the date on which the goods are actually returned to DOKA.
7. The returned goods shall be cleaned and bundled without any damage according to the standards of DOKA and shall be in the original condition, except normal wear and tear that may be caused during proper usage of the goods during its intended application. In case any cleaning or repair has to be done by DOKA the same shall be at CUSTOMER's cost.
8. The CUSTOMER shall bear the risk of loss or damage to the rented goods during the entire rental term as well as during transit from and to DOKA yard / warehouse. If the rented goods are lost or destroyed (damaged beyond repair) as decided on sole discretion of Doka, DOKA shall be entitled to demand compensation for the amount based on the list / sale price of the goods. Furthermore, in the event that the goods are damaged, Doka has the option of demanding either compensation for the cost of repair or for the loss in value. Any insurance shall only be arranged at the cost of CUSTOMER if the CUSTOMER expressly request so in writing. DOKA will not participate, even partially in the CONTRACTOR's insurance policy.
9. Rental of the Equipment shall be paid in a timely manner as per agreed terms. Failure to pay the rental timely for three (3) consecutive months can lead to breach of contract and shall be subject to remedies as per contractual provisions as in levy of penalty / interest, seizure of Material by DOKA and or termination of contract with suitable penalty as applicable to cover DOKA's expenses, losses & anticipated profits.
10. The CUSTOMER shall pay to DOKA a security deposit of an amount according to the terms agreed along with the advance. DOKA shall be entitled to use this security deposit towards settlement of claims arising against the CUSTOMER at the end of the rental period and refund to the CUSTOMER the balance amount of the security deposit.
11. The CUSTOMER shall use the rented products with due care and protect the same from any loss or damage which may be caused due to theft, fire, weather conditions or due to mishandling of the products. CUSTOMER shall also ensure that the rented goods are always in good working condition. Repairs, if any, to the products of DOKA shall always be carried out by DOKA only at the cost of the CUSTOMER.
12. Repairs, if any, required due to handling of products not conforming to the norms of DOKA, shall be carried out by DOKA at the cost of the CUSTOMER.
13. At the time of return of goods CUSTOMER is required to ensure that the rented goods are the same as provided by DOKA and that the rented products are not intermingled with other items.
14. For all materials, supplies, equipment and machinery supplied on Rental basis DOKA shall retain title deed for such equipment. It is expressly provided & mutually agreed by the parties that DOKA has absolute right, title & interest in such material / equipment provided on Rental basis. DOKA has neither transferred any right, title and interest to the CONTRACTOR to control, direct and possess the materials & equipment supplied under this Contract. Therefore CONTRACTOR shall act honestly with full integrity and shall not or abet to misappropriate, embezzle or misapply the materials / equipment with its own and shall not be allowed to sell or otherwise dispose off any material or equipment owned by DOKA except such authority is obtained in writing from DOKA. The CONTRACTOR shall not make any modification to the system without prior approval of DOKA. The CONTRACTOR however shall be custodian of the same until the rental period / end of contract and shall ensure that there is no loss of material / items or any significant damage so that they can be re-used in future.
15. In the event that the CUSTOMER intends to buy the rented goods, notwithstanding any declaration to the contrary, all payments received from the CUSTOMER shall first be adjusted towards the rentals and other charges dues recoverable from the CUSTOMER. Title to the goods shall not pass to the CUSTOMER until all outstanding amounts due and payable by the CUSTOMER including the rental charges, interest, if any, and the purchase price are received in full by DOKA.