

1. Applicability of these GTC

- 1.1 Unless otherwise agreed in writing, these general terms and conditions (hereinafter referred to as "GTC"), apply exclusively and also to all future business relations even if they are not explicitly referred to. These GTC are an integral part of any and all contracts concluded between us and the customer in connection with the CONCREMOTE product.
- 1.2 Any subsidiary agreements, supplements or amendments to these GTC or any other contract documents shall always have to be in writing in order to take effect.
- 1.3 Terms and conditions that contradict or differ from these GTC shall be invalid.
- 1.4 All documents relating to the contractual relationship shall have to be submitted in German.
- 1.5 Any and all terms and definitions used in these GTC or in other contract documents shall be interpreted according to the laws of Austria and to general custom in Austria.
- 1.6 Should a provision or part of a provision of these GTC be or become ineffective, this shall have no effect on the validity of the remaining provisions. In this case, the customer is obliged to replace the ineffective provision, upon written agreement with us, by a provision whose economic effect comes closest to the purpose intended by the ineffective provision and which is legally admissible.

2. Cost estimates, offer and acceptance

- 2.1 We prepare our cost estimates and cost assessments to the best of our knowledge. However, we assume no liability or warranty for their correctness or completeness.
- 2.2 We prepare cost estimates or cost assessments in return for payment, unless otherwise agreed with the customer in writing.
- 2.3 We cannot guarantee that our offers are free from typing errors and other errors.
- 2.4 Our offers can only be accepted in writing. They are not binding, unless they have been expressly referred to as binding.
- 2.5 The offer signed by the customer is to be sent to us. The contract between us and the customer enters into effect only once we confirm the order in writing. The order is also deemed to have been confirmed if we deliver the sensors ordered by the customer.
- 2.6 The assertion of error or *laesio enormis* on the part of the customer shall be excluded.
- 2.7 We are not obliged to verify the authority of the customer's representative responsible for the contract, but may rely on the validity of the power of attorney granted to such representative.

3. Description of the services subject to this contract

- 3.1 The product CONCREMOTE offers real-time measurements of the strength of concrete.
The technical basis for the calculation of concrete strength is the weighted maturity method according to de Vree, representing the current state of the art. Our product allows us to offer the customer measurement data on the temperature and calculation results on the development of the strength of fresh concrete.
- 3.2 The product CONCREMOTE is composed of the following integral parts:
 - Rental of measurement sensors and the required calibration boxes as well as
 - the analysis of the data collected by each sensor in the course of the measurement (service)
- 3.3 These two parts of the product are inseparable and are exclusively offered together as a package. The product CONCREMOTE is an indivisible package product. It is not possible for the customer to withdraw (partly) from the contract with regard to only one part of the product.
- 3.4 In addition to our CONCREMOTE product, we offer accessories for purchase and on-site training.
- 3.5 Measurement sensors
- 3.5.1 In the context of the CONCREMOTE product, we rent measurement sensors to the customer. These are ceiling sensors and/or cable sensors. In addition to the sensors, we also rent calibration boxes to the customer for calibrating the concrete used.
- 3.5.2 We deliver the ordered sensors. As part of the delivery, we provide our customer with user information on the operation and functioning of the sensor, user information on the operation and functioning of the calibration boxes as well as a user manual for the CONCREMOTE web portal (software). This information can be downloaded at any time from our website www.doka.com and the web portal <http://concremote.doka.com>.
- 3.5.3 By signing our delivery note, the customer confirms to have received the ordered sensors, calibration boxes, user information on the operation and functioning of the sensors, the operating instructions for the calibration boxes as well as the user manual for the CONCREMOTE web portal.

- 3.5.4 Upon handing over the sensors to the customer, the risk for their destruction or damage passes on to the customer.
- 3.5.5 The customer shall comply exclusively with the specifications made in the user information on the operation and functioning of the sensors, in the user information for the calibration boxes and the user manual on the CONCREMOTE web portal. Any use of the sensors, the calibration boxes or the CONCREMOTE web portal contrary to the specifications made by us, included in the delivery and published on our website, shall be exclusively at the customer's own risk and any liability on our part shall be excluded.
- 3.5.6 Should the sensors be damaged when used contrary to the specifications made by us, included in the delivery and published on our website, the customer shall be obliged to reimburse us for the damage thus incurred. It shall be the customer's responsibility to prove that he used the sensors according to the specifications made by us, included in the delivery and published on our website.
- 3.5.7 For the entire duration of the contract, we are entitled at any time to inspect and check our sensors.
- 3.5.8 The period for charging a rental fee shall start on the date of the delivery note and shall end on the day on which we have regained custody of the sensors and calibration boxes rented out by us. We will confirm this time in writing on a return delivery note.
- 3.5.9 The rental fee is charged in EUR/piece/day. The minimum rental period is a month.
- 3.5.10 After the end of the contract, the customer shall immediately return the sensors and calibration boxes to us cleaned and fully functional or request us to pick up the sensors and calibration boxes.
- 3.5.11 Only once we have regained custody of the sensors and calibration boxes rented out by us, the risk for their destruction or damage passes on to us.
- 3.5.12 Once we have regained custody of the sensors and calibration boxes rented out by us, we will thoroughly check and document their state, in particular their functionality. In case the sensors or calibration boxes are damaged, we are entitled to demand the reimbursement of repair costs or compensation for a loss of value. If it is no longer possible to repair the sensors or calibration boxes, we are entitled to require the customer to pay the scheduled sales price of the relevant sensor or calibration box.
- 3.5.13 Transportation costs for delivery and pick up of the sensors, if required, shall be borne by the customer.
- 3.6 Service of data analysis:
- 3.6.1 Each sensor has an individual serial number. The service of data analysis is provided separately for each individual sensor rented out. The relevant service is therefore always assigned to a serial number.
- 3.6.2 The period for charging the data analysis service corresponds to the period for which a rental fee is charged (see item 3.5.8).
- 3.6.3 The data analysis service is charged per sensor in EUR/piece/day. The minimum period for such service is a month.

3.7 Accessories

The customer can purchase accessories from us such as probes, cables and batteries. Accessories are charged in EUR/piece. The acquisition of accessories gives rise to a separate purchase agreement. The purchase price is therefore charged to the customer separately. Our general terms and conditions regarding sale, delivery and rent *available on* <https://www.doka.com/gtc> are agreed to apply in such cases.

3.8 On-site training

The customer can, in addition to the product CONCREMOTE, order a detailed training on how the sensors and the web portal work and how to use and operate them. We offer this additional service for a flat fee, which will be charged together with the rental and service fee for the CONCREMOTE contract. The on-site training service is subject to the general terms and conditions of CONCREMOTE.

4. Handling of data analysis / technical support / limitation of liability

- 4.1 The data analysis service is provided via the web portal. The customer can use the web portal as user interface for data input and output. So that the customer can use the web portal, we first have to activate the customer (grant write and read privileges to the customer). The customer shall be activated at the beginning of the rental period (see item 3.5.8). No installation shall be required to use the web portal on the customer's computer.
- 4.2 It shall be the customer's responsibility to provide the necessary technical equipment (laptop, PC, etc.) as well as a working Internet connection in order to use the web portal.
- 4.3 Any data entered via the web portal are entered exclusively by the customer. Only after having received a relevant order by the customer and after having sent a written order confirmation, do we enter data. In such a case, we shall immediately inform the customer thereof in writing.
- 4.4 In addition to the customer, read and write privileges in the web portal are granted only to us and our vicarious agent. If read and write privileges are

- to be granted to any persons other than those named above, it shall be the customer's responsibility to grant such privileges.
- 4.5 Any and all transactions in the web portal are registered digitally and are traceable.
 - 4.6 The data collected by an individual sensor can be stored in the sensor for the limited duration of 24 hours. If the data transfer is disrupted, the customer has to restore operability of the sensor within these 24 hours. Otherwise, the data in the sensor are lost.
 - 4.7 If the battery fails, all data stored in the sensor are lost. Furthermore, the sensor no longer records data. The customer shall therefore ensure, of its own accord, that the sensors have sufficient battery power at all times.
 - 4.8 The customer shall bear the risk of loss of data, in particular if data are transferred, due to battery failure or any other error of the sensor. If the loss of data or another problem in transferring the data causes delays on the construction site, any liability on our part for any damage, in particular any damage caused by delay, shall be excluded.
 - 4.9 The customer shall regularly check all components for operability. We have to be informed immediately of any technical problems.
 - 4.10 The general contact person for the customer is our relevant project manager. The name and the contact details of our project manager will be communicated to the customer at the latest upon delivery of the sensors. In case of technical disruptions, the customer's competent contact person shall be Technical Support (see item 4.11).
 - 4.11 B/A/S Remote Sensing B.V. is our vicarious agent. It is responsible for analysing the data entered in the web portal and for providing technical support should there be problems with the sensors or the web portal.
 - 4.12 The measurement data entered by the customer in the web portal – provided that there are no disruptions – are processed, analysed and made accessible to the customer via the web portal by our vicarious agent within 2 hours after having been received successfully.
 - 4.13 The analysis of the measurement data, the calculation of concrete strength and the transmission of data are done with the utmost care. The results of the analysis are accessible only to us, our vicarious agent as well as the customer and any persons the customer authorised to access such results.
 - 4.14 The results of the analysis are calculated values based on the measurement data recorded by the sensors and entered in the web portal by the customer on its own responsibility. The customer shall be solely responsible for determining target values, correct data input, correct calibration of the concrete as well as the correct use of the sensors. When using CONCREMOTE, the customer shall comply with any and all specifications made in relevant technical standards and guidelines.
 - 4.15 If the customer is responsible for an incorrect definition of the target value, incorrect and/or incomplete data input, wrong calibration of the concrete or incorrect use of the sensor, we do not assume any liability for the correctness of the result of the analysis in this case. It shall be the customer's responsibility to prove that the target value was defined correctly, the data was entered correctly and completely, the concrete was calibrated correctly and the sensors were used correctly.
 - 4.16 The customer shall immediately check the result of the analysis transmitted by us. If the customer, when checking the result of the analysis, notices any incorrectness or incompleteness, he shall immediately inform our project manager or Technical Support thereof in writing. If the customer fails to immediately report such a case to our project manager or Technical Support, any liability on our part shall be excluded. It shall be the customer's responsibility to prove that it was impossible to notice the incorrectness or incompleteness at that time.
 - 4.17 We assume no liability, in any case whatsoever, for any steps, such as formwork, post-processing or changes in the composition of the concrete, that the customer takes based on the interpretation of our result of the analysis.
 - 4.18 If the customer suffers monetary damage due to an incorrect result of the analysis, we shall be liable only if it can be proven that we or our vicarious agent caused such damage with intent. Any liability for lost profit shall be excluded. It shall be the customer's responsibility to prove who was at fault. Other than that, the relevant statutory provisions shall apply.
 - 4.19 Any liability on our part shall be limited by the amount invoiced for the relevant contract.
 - 4.20 To the extent that the Product Liability Act (*Produkthaftungsgesetz*) applies, any liability on our part for damage to objects incurred by an entrepreneur shall be excluded.
 - 4.21 Any and all claims for damages against us shall expire by limitation within 6 months after the damage and the party causing the damage become known, at the latest however two years after the end of the contract term.
 - 4.22 The data and analysis results collected in performing the contract are stored electronically by our vicarious agent for backup reasons. We undertake to treat such data strictly confidentially and to not pass them on to a third party. We are allowed to pass on the data collected to third

- parties only upon the customer's prior written consent. However, we are entitled to use the collected data to defend ourselves against and assert claims.
- 4.23 Our liability exclusively covers statements made or information provided by our project manager or Technical Support.
 - 4.24 We do not advise on concrete technology. We give no instructions regarding the composition of concrete or the casting of concrete. To the extent that we or Technical Support make any recommendations in this connection, these recommendations shall not be binding. We assume no liability for such recommendations.
 - 4.25 Any warranty claims of the customer shall be excluded.

5. Payment conditions, prohibition to offset and assign claims

- 5.1 We charge our customers for services rendered by way of a monthly invoice. Our invoices are payable within 14 days from receipt of the invoice without any deductions.
- 5.2 Payments for invoices shall be made in a timely manner so that the amount invoiced is at our disposal on the due date. This is the case when the amount was credited to our account on or before the due date. When making bank transfers, the customer shall be the one to bear the risk of loss or delay, irrespective of in whose sphere the relevant loss or delay occurs.
- 5.3 Any and all costs and expenses, in particular discount charges and currency exchange fees, shall be borne by the customer.
- 5.4 Payments may be made with debt-discharging effect only to the bank account stated by us in the relevant invoice.
- 5.5 If invoices we issued are not paid in due time, we shall be entitled to receive interest in the statutory amount starting from the day the invoice becomes due. Irrespective of fault, the customer shall be obliged, for each case of default, to reimburse us for all dunning, collection, investigation and information costs and legal fees incurred in connection with the collection of unpaid amounts invoiced. We reserve the right to assert damages exceeding such amounts.
- 5.6 If the customer, despite a written reminder and despite having been granted a grace period of seven days, still has not paid the outstanding amount invoiced, we are entitled to immediately withdraw from the relevant contract without having to set any further grace period. If we withdraw from the relevant contract, the customer shall reimburse us for any and all expenses incurred up to that point, irrespective of whether they have been invoiced or not.
- 5.7 In case we granted rebates or discounts, these shall be subject to the condition precedent of timely and complete payment of the relevant invoice issued by us.
- 5.8 Any payments allocated by the customer for specific purposes will be used for paying first cost, if any, then interest and then the customer's debt that has been outstanding the longest, unless we expressly agree to the allocation made by the customer.
- 5.9 Any offsetting with our claims by the contractual partner shall be excluded, unless the customer holds an enforceable title with final legal effect documenting the customer's claims or unless we agree to the intended offsetting in writing.
- 5.10 Any claims that the customer may have against us, may only be assigned to third parties upon our prior written consent.

6. Contract period and rights to withdraw

- 6.1 The contractual relationship shall come into existence when our offer is accepted in writing and shall end after the agreed time period or on the day when the sensors and calibration boxes are duly returned, without the need for any further explanation. For further information on the periods for which invoices are issued, see Items 3.5.2 and 3.6.2 of these GTC.
- 6.2 We are entitled to terminate the relevant contract at the last day of each month subject to a notice period of 14 days without giving reasons.
- 6.3 To the extent that an unlimited contract period has been agreed, the customer is entitled to terminate the relevant contract at the last day of each month subject to a notice period of 14 days without giving reasons. If a limited contract period has been agreed, the customer is entitled to terminate the relevant contract at the last day of each month subject to a notice period of 14 days only for good cause.

7. Choice of law and exclusive jurisdiction

- 7.1 The contractual relationship between us and the customer as well as any and all legal relationships in connection with this contractual relationship shall exclusively be subject to Austrian law excluding its conflict-of-law rules and the CISG.
- 7.2 The court with exclusive jurisdiction for any and all legal disputes arising out of or in connection with this contractual relationship shall be the Vienna Commercial Court (*Handelsgericht Wien*).