



## DOKA INDIA PRIVATE LIMITED

### GENERAL TERMS & CONDITIONS FOR SALE & BUY-BACK OF PRODUCTS, SERVICES

#### 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 and / or buy-back of goods, services 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 of its products as well as for provision of services including planning and projection services between the CUSTOMER & DOKA in its capacity as seller, 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. 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 and delivery 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 buy-back of goods, 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 all taxes, packaging, carriage, insurance, Octroi, customs duties and other applicable taxes, duties, cess, levies etc.

5.2. The total purchase price is due upon receipt of the invoice and payable within thirty (30) days without any deduction irrespective of when the goods are received or checked.

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. will be applicable. The CUSTOMER shall 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. 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.
- 5.10. 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.

#### **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 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. Force Majeure circumstances including but not limited to riots, war, strikes, walkouts, lockouts, transport problems, Government orders or ban, energy difficulties as well as production malfunctions, terrorist attacks, lightening, fire, earthquake or any other act of God or other unforeseen hindrances caused beyond the control of DOKA at its works, warehouse or at its suppliers' works or warehouses preventing delivery on time or according to schedule, shall entitle DOKA to an appropriate extension of the delivery period or postponement of the delivery date. The CUSTOMER shall have no rights of performance, compensation and/or withdrawal under such circumstances. DOKA shall not be held liable for any damages or compensation resulting from postponement of delivery or cancellation due to the Force Majeure circumstances. However, DOKA shall be entitled to full payments for any deliveries made prior to the commencement of such Force Majeure circumstance. In the event of Force Majeure circumstances continuing beyond a period of four (4) months, either party shall be entitled to withdraw without affecting their liability towards each other.

8.4. 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.

- 8.5. The CUSTOMER shall be obliged to accept partial deliveries from DOKA.
- 8.6. The CUSTOMER shall accept the delivery of goods if there are minor defects.
- 8.7. The method of delivery and packaging of goods shall be determined by DOKA.
- 8.8. 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/performances 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 any 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 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.
- 13.3. The costs for planning services or any other DOKA services will be charged to the CUSTOMER.
- 13.4. Apart from the above only the legal regulations apply to the engineering processing and any other works and services carried out by DOKA.

#### **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.



The Formwork Experts.

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## 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 Buy-Back**

### 1. **Option**

DOKA herein provides an option to re-purchase all Standard Formwork Materials, which have been supplied by DOKA to the CUSTOMER, in accordance with the Offer/Agreement only, on Sale basis, based on the following conditions:

### 2. **Buy-Back conditions**

- 2.1. DOKA will re-purchase Standard Formwork Materials (as defined and agreed in Bill of Quantity, Scope | Price) from the CUSTOMER in a workable condition only. Anchor parts / non-standard and damaged Materials will not be eligible for Buy-Back.
- 2.2. Upon completion of deliveries DOKA shall provide the CUSTOMER for buy-back purposes only, itemized unit prices based on actual deliveries. Unless otherwise agreed in writing between the Parties, the basis for the calculation of the Buy-Back value shall be the weighted average of the Unit Sales Price of new and used Material per item (the "Average Unit Price").
- 2.3. Agreed Buy-Back value in % of Average Unit Price based on usage duration in days shall be as follows:

Usage duration up to and including (Buy-Back period)	Buy-Back value in % of Average Unit Price
3 months	50%
Additional depreciation for every additional Month therein	4%
Usage duration exceeding 3 years (End of Back-Back Option)	0%

- 2.4. The Buy-Back option shall automatically expire once the above Maximum Buy-Back duration has been reached.
- 2.5. The calculation of the Buy-Back value shall be made on item basis and per days of usage.
- 2.6. The Buy-Back usage duration will be calculated from the actual day of delivery of the Standard Formwork Material to the CUSTOMER's Project site until the actual day on which the same Standard Formwork Materials are returned back to DOKA warehouse / yard. For partial deliveries and back-deliveries of same Standard Formwork Materials, the Buy-Back period shall be based on first out (for deliveries) and first in (for back-deliveries) principle.

2.7. The Standard Formwork Materials that are subject to Buy-Back shall be cleaned by the CUSTOMER then inspected by DOKA personnel prior to being packed, loaded, and delivered to DOKA warehouse / yard, by the CUSTOMER at the CUSTOMER's sole expense and liability.

- 2.8. The Buy-Back shall be documented by a joint inspection at CUSTOMER site attended by authorized representatives from DOKA and the CUSTOMER. The respective joint inspection certificate shall be signed by both Parties' representatives evidencing the Buy-Back quantity and quality and such joint inspection certificate shall form an integral part of this Buy-Back Option. Quality standard of the Buy-Back material to determine the eligibility for Buy-Back shall be at sole discretion of DOKA.
- 2.9. The CUSTOMER is responsible for pre-cleaning prior to delivery of Buy-Back Materials to DOKA Warehouse / Yard.

2.10. DOKA shall charge a lump sum fee of three (3) % of the Buy-Back Material value for reconditioning service (the "Recon Fee"). The Recon Fee covers and includes the following reconditioning services associated with Buy-Back Material delivered by the CUSTOMER to DOKA Warehouse:

- 2.10.1. Fine cleaning
- 2.10.2. Dent removal on floor props
- 2.10.3. Built-in plywood repair
- 2.10.4. Built-in accessories replacement
- 2.10.5. Welding frames and profiles
- 2.10.6. Straightening and alignments
- 2.10.7. All additional repair and labor costs

2.11. However the Recon Fee explicitly excludes the following reconditioning and repair services:

- 2.11.1. Fully destroyed Material, Heavily damaged Material and missing Material2
- 2.11.2. Heavy cleaning (e.g. substantial concrete residues removal)
- 2.11.3. Built-in Plywood replacement
- 2.11.4. Profile changes for framed Formwork
- 2.11.5. H20 beams back cutting

The above reconditioning and repair services shall be payable separately by the CUSTOMER. DOKA shall quote for these reconditioning and repair works separately and CUSTOMER shall approve the quote prior to DOKA executing the reconditioning services. In case the CUSTOMER does not agree with the quote the respective material shall not be subject to Buy-Back and, if applicable, the CUSTOMER shall take, at its own cost, possession of such material already returned to DOKA Warehouse within 10 days of being notified to do so by DOKA.

- 2.12. The CUSTOMER shall be responsible to:
  - 2.12.1. Handle all DOKA Formwork Material, subject to Buy-Back, professionally according to DOKA user manual;
  - 2.12.2. Ensure intermediate cleaning after each casting;
  - 2.12.3. Ensure regular usage of release agents (e.g. Doka-Trenn, Doka-Optix etc.).
- 2.13. Condition of DOKA Material shall be evaluated in accordance with DOKA Quality Criteria only, a copy of which shall be provided by DOKA to the CUSTOMER upon request.
- 2.14. Following signature by both Parties of the joint inspection certificate and CUSTOMER approval of DOKA repair quote (if applicable), the CUSTOMER shall invoice DOKA for the agreed Buy-Back Materials. DOKA shall pay CUSTOMER's Buy-Back invoice(s) within thirty (30) days of receipt of CUSTOMER invoice(s).

2.15. DOKA shall have the right to offset any amounts due by the CUSTOMER according to DOKA statement of account, from the CUSTOMER's Buy-Back invoices.

2.16. DOKA reserves the right to cancel this Buy-Back Option in case the CUSTOMER fails to pay overdue initial sales invoices within fifteen (15) calendar days of a payment default notification issued by DOKA to the CUSTOMER. Under no circumstance shall DOKA be obliged to accept any Buy-Back deliveries from the CUSTOMER whilst any overdue amounts are owed by the CUSTOMER to DOKA in accordance with DOKA records and statement of accounts only.

2.17. CUSTOMER shall give DOKA minimum fifteen (15) working days notice prior to each Buy-Back return (a "Buy-Back Notice"). Each Buy-Back Notice shall contain information as to which Buy-Back Material shall be returned (articles description and quantities), the expected date of return and the contact details of the CUSTOMER's representative. DOKA will within seven (7) calendar days either confirm to the CUSTOMER that the Buy-Back return can be made and coordinate with CUSTOMER accordingly or, in case DOKA refuses to proceed with Buy-Back returns, provide the CUSTOMER with the reasons for the refusal.

2.18. In the event CUSTOMER has procured from DOKA the same Material on Rental and Sale with Buy-Back Option basis and returns such Material to DOKA, the Parties agree that DOKA shall be entitled at all times to first allocate returns to Rental material. Only once the Rental Material has been fully returned, DOKA shall allocate further returns to Buy-Back, strictly in accordance with the terms and conditions of this agreement.

### 3. Joint Inspection on site

Joint Inspections on site (see also clause 2.8 above) shall be conducted prior to each Buy-Back return in accordance with the following terms and conditions:

#### 3.1. DOKA is responsible:

- 3.1.1. To provide an authorized inspector;
- 3.1.2. To count and assess the quality of DOKA Material according to DOKA Quality Criteria;
- 3.1.3. To segregate and color-code fully damaged material;
- 3.1.4. To issue the Joint Inspection Report.

#### 3.2. CUSTOMER is responsible for the following:

- 3.2.1. To request for Joint Inspection on site with minimum seven (7) days notice prior to the planned Joint Inspection on site;
- 3.2.2. To provide all required access/gate passes for DOKA employees attending the Joint Inspection on site;
- 3.2.3. To provide an appropriate, separate area on site to conduct the Joint Inspection on site and store DOKA Materials accepted for Buy-Back;
- 3.2.4. To ensure a proper segregation (e.g. per item, per size) and cleaning of Material (e.g. nails, concrete, etc. are removed) prior to the Joint Inspection on Site;
- 3.2.5. To name an authorized CUSTOMER's representative who is present during the inspection process and is authorized to sign the Joint Inspection Report;
- 3.2.6. To provide the necessary site support as requested from DOKA, including but not limited to tools, machinery (cranes, hoisting devices) to smoothly execute the Joint Inspection on site;
- 3.2.7. To ensure safe storage of inspected DOKA Buy-Back Materials until loading and transportation is arranged by the CUSTOMER to DOKA's Warehouse / yard;
- 3.2.8. To load, secure, and transport the inspected DOKA Buy-Back Materials to DOKA Warehouse / yard at CUSTOMER's risk & cost on the same day or latest by next day of the signing of Joint Inspection report.

#### 3.3. Other Joint Inspection on site conditions:

- 3.3.1. Minimum quantity to be inspected shall be the equivalent of one 40-foot truck. DOKA shall not conduct any Joint Inspection on site for Buy-Back Material below the aforementioned minimum quantity;
- 3.3.2. DOKA Material accepted for Buy-Back in accordance with the terms and conditions of this Buy-Back Option shall be loaded on truck in the presence of DOKA representative and CUSTOMER representative;
- 3.3.3. Each Joint Inspection on site shall be chargeable to the CUSTOMER at a rate of INR five thousand (5000) per day and per DOKA inspector;
- 3.3.4. Any additional resources required by DOKA and not provided by CUSTOMER shall first be quoted by DOKA to the CUSTOMER and CUSTOMER shall confirm said quote through purchase order prior to the commencement of Joint Inspection on site;
- 3.4. Unless otherwise agreed, all invoices relating to Joint Inspection shall be payable thirty (30) days from date of invoice.
- 3.5. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each Party.