Valid from the 1st February 2020 GENERAL TERMS AND CONDITIONS DOKA UK FORMWORK TECHNOLOGIES LIMITED

DEFINITIONS

- In these conditions, unless the context requires otherwise:
- 1.1 "Additional Terms" means the additional terms and conditions in relation to the sale or hire of the Goods 1.2 "Customer" means the person or firm who buys or agrees to buy and/or hire the Goods from DOKA; 1.3 "Conditions" means the terms and conditions of trading set out in this document;

- 1.4 "Delivery Date" means the date specified by DOKA when the Goods are to be delivered;
 1.5 "DOKA" means DOKA UK Formwork Technologies Limited of Unit 4, Eurolink V, Swale Way, Sittingbourne, ME10 3NH.
- 1.6 "Goods" means the articles which the Customer agrees to buy and/or hire from DOKA; and 1.7 "Price" means the price for the Goods excluding carriage, packing, insurance and VAT. 1.8 "Services" means those incidental services in relation to the Goods

CONDITIONS APPLICABLE

- These Conditions shall apply to all contracts for the sale and/or hire of Goods and Services by DOKA to the Customer to the exclusion of all other terms and conditions that the Customer seeks to impose or incorporate, by trade, custom, practice or course of dealing including any terms or conditions that the Customer may purport to apply under any purchase order, confirmation of order or similar
- All orders for Goods shall be deemed to be an offer by the Customer to purchase or hire Goods pursuant to these Conditions. Customer order shall only be accepted once DOKA have provided an order confirmation or acceptance at which point, a contract shall come into existence and these Conditions shall be deemed to be and shall form an integral part of all contracts (e.g. sales, delivery
- and hire agreements as well as contracts regarding services, planning and projection services).

 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by DOKA

PRICE AND PAYMENT

- The Price shall be the price referred to in DOKA's quotation and/or other documentation. The Price is exclusive of VAT.
- 3.2 Payment of the Price and VAT shall be due 30 days from date of invoice unless otherwise stated in the contract. Time for payment
- The Customer shall be liable for all administration fees, legal fees, courts fees and all other professional costs incurred in the reco of any late payment and DOKA shall be entitled to seek recovery of such costs in addition to default interest as set out in clause
- If the Customer fails to make any payment due to DOKA under any contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Barclay's Bank base rate from time to time. Such interest shall interest on the overdue amount at the rate of 8% per annum above Barclay's Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

 Without prejudice to DOKA's other rights and remedies under these Conditions, it shall be entitled to seek statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except

- for any deduction or withholding required by law). DOKA may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by DOKA to the Customer. DOKA shall be entitled to appropriate payment made by the Customer in respect of any Goods in settlement of such invoices or accounts in respect of such Goods as DOKA may in its absolute discretion think fit, notwithstanding any purpose appropriation to the contrary by the Customer.

THE GOODS

4.1 The quantity and description of the Goods shall be as set out in DOKA's quotation, technical specification, catalogue or brochure.

- The use of the Goods is governed by technical instructions issued by DOKA. It is the Customer's responsibility to obtain a copy of the technical instructions from DOKA.
- 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 employees over and above this. Only the department responsible at the registered offices of DOKA is authorised 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.

6.1

- DOKA warrants that the Goods supplied will at the time of delivery correspond to the description given by DOKA and is in accordance
- with DOKA's quality standards which are available on request.

 DOKA warrants to the Customer that all of the Goods supplied hereunder will for a fixed period of six months from the date of the delivery, be of satisfactory quality and fit for the purpose for which they were supplied PROVIDED ALWAYS that condition 6.2 shall
- the Goods have been altered in any way or have been subjected to misuse or unauthorised repair; or
- the Goods have been improperly installed, erected or connected; the Customer has failed to observe any technical instructions issued by DOKA including without limitation any maintenance 6.2.3

- the Customer has failed to observe any technical instructions issued by DOKA including without limitation any maintenance requirements relating to the Goods; the Customer has failed to notify DOKA of any defect of suspected defect within the time limits stipulated in condition 6.3; the total price for the Goods has not been paid by the due date.

 The Customer is obliged to inspect the Goods for proper quality without delay and to notify DOKA of any defects or shortages immediately in writing, within 48 hours at the latest upon delivery of the Goods/performance and before processing or using them, with an accurate description of the faults/shortage. DOKA must be notified in any event of defects detected at a later time within the same 48 hour period of discovery. Failure to notify DOKA within the time set out above shall be deemed acceptance of the Goods. Notwithstanding this notification duty, any warranty claims must be asserted within six months of delivery of the Goods/performance, otherwise such claims will be excluded. otherwise such claims will be excluded.
- In the event of a breach of the warranty in condition 6.2, DOKA at their absolute option, and subject to condition 10.1, within a In the event of a breach of the warranty in condition b.2. DUKA at their absolute option, and subject to condition I.1.1, within a reasonable period of time repair, replace, repay the Price in respect of the specific defective Goods if paid or issue a credit note PROVIDED ALWAYS that where any of the Goods are alleged to be defective the Customer notifies DOKA within 48 hours of discovery of the defect and promptly makes available the Goods for inspection and, if so required, promptly returns the Goods affected to DOKA's address, at the Customers expense and risk.

 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from any
- contract.
- The Customer shall indemnify defend and hold harmless DOKA in full against all loss, costs, damages, charges, expenses and other liabilities awarded against or incurred (but excluding any liability to the extent that it is based on any breach of DOKA's warranty in condition 6.2) as a result of or in connection with any claim made against DOKA by a third party in respect of any matter caused by the Customer or for which liability has been assumed by the Customer.

LIMITATION OF LIABILITY 7.1

- Nothing in these Conditions shall limit or exclude DOKA's liability for:
 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 fraud or fraudulent misrepresentation;
 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 7.1.1 7.1.2 7.1.3 7.1.4
 - any matter in respect of which it would be unlawful for DOKA to exclude or restrict liability.
- Subject to condition 7.1:
- DOKA shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any
- 7.2.2 DOKA's total liability to the Customer in respect of all other losses arising under or in connection with any contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price or charge for hire of the Goods

DELIVERY OF THE GOODS

- DOKA will endeavour to deliver the Goods within the time agreed however time of delivery is not of the essence. Notwithstanding that DOKA may have delayed or failed to deliver the Goods (or any of them) promptly the Customer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the Delivery Date.
- 8.2
- and to pay for the Goods in full provided that delivery shall be tenderted at any time within a smonths of the Delivery Date.

 Unless otherwise agreed the Customer will make arrangements for the carriage of the Goods. DOKA will be deemed to have delivered the Goods if it has made the Goods ready for despatch within the agreed time period.

 Where DOKA makes arrangements for the carriage of the Goods, delivery will be deemed to have taken place upon loading by the carrier. In such circumstances the Customer shall be responsible for the unloading of the Goods.

 Delivery of the Goods will be made ex works DOKA (incoterms 2010) and the Price is calculated on that basis. Accordingly, the
- Delivery of the Goods will be made ex works DUAA (incoterms zulu) and the Price is calculated on finat pasis. Accordingly, the Customer shall in addition to the Price be liable for paying the VAT, full costs of transport and insurance. Where the Customer has agreed to make advance payment for the Goods, delivery shall be conditional upon full payment being made to DOKA. Where the Goods are carried by DOKA's own transport, or by a carrier on behalf of DOKA, and there has been missing items, damage to or loss of the Goods, the Goods, the Customer must notify to DOKA any loss or damage to the Goods within 48 hours of receipt and the Goods shall be held for inspection to enable a claim to be made on the carrier. The Customer shall immediately notify DOKA if the Goods are not received within 14 days of the date of the invoice.
- Where the Customer rejects the Goods upon delivery due to damage the Customer shall nevertheless be obliged to unload and store

ACCEPTANCE OF THE GOODS

The Customer shall be deemed to have accepted the Goods 48 hours after delivery to the Customer. After acceptance the Customer 9.1 shall not be entitled to reject Goods which are not in accordance with the contract

- Risk in the Goods shall pass to the Customer at the point of loading, be it by a carrier or by DOKA's transport.

 Where the Goods are being collected, 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 collection. The Customer shall ensure immediate collection of the Goods where collection has been agreed.
- Title to the Goods shall not pass to the Customer until DOKA receives payment in full (in cash or cleared funds) for the Goods (and additional charges) and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums. For the avoidance of doubt, title to the Goods shall not pass to the Customer where the Goods are on hire. 10.3
- Until title to the Goods has passed to the Customer, the Customer shall: 10.4.1
 - store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as DOKA's property: not remove, deface or obscure any identifying mark on or relating to the Goods; maintain the Goods in satisfactory condition and keep them insured against all risks for their full Price from the date of delivery;

- notify DOKA immediately if it becomes subject to any of the events listed in condition 12: and
- notify DUNA immediately if it becomes subject only of the events listed in condition 12; and
 give DOKA such information relating to the Goods as DOKA may require from time to time.
 Until payment is made, and subject to the following provisions, the Customer holds the Goods as bailee of DOKA and owes to DOKA
 the normal fiduciary obligations of a bailee by way of custody in respect of the Goods.
- The Customer shall be responsible for the costs and expenses incurred by DOKA in locating, repossessing, recovering or restoring the 10.6
 - Goods
 - The Customer hereby grants to DOKA, its agents and employees an irrevocable licence to enter onto any premises where the Goods are stored or sited in order to repossess them or inspect them at any time. The Customer shall ensure that the owner of the premises where the Goods are located permits DOKA to have access to the premises to inspect and test and remove the Goods and that the owner acknowledges that it has no ownership or other rights to the Goods.

LIQUIDATED DAMAGES

Industrial Damages

In the event that the Customer declines to accept the Goods in breach of this contract the Customer shall pay to DOKA as and by way of agreed liquidated damages an amount equal to the Price of the Goods less the net proceeds received by DOKA on reselling the Goods after deducting the costs and expenses of resale.

INSOLVENCY OR OTHER DEFAULT OF CUSTOMER

- 12.1
- 12.1.3
 - with its creditors; or

- business or assets; or
- if the Customer shall suffer any analogous proceedings under foreign law; all sums outstanding in respect of the Goods shall become payable immediately

- 12.3 these terms and conditions

- **EXPORT**Where Goods are supplied to the Customer outside the United Kingdom The Uniform Law on International Sales Act 1967 shall not apply.
- The Customer will establish and maintain in favour of DOKA an irrevocable and confirmed letter of credit in English with a UK clearing bank payable on drafts drawn at sight upon presentation to the bank by DOKA of a certified copy of DOKA's invoice. Such letter of credit shall be established at least 30 days prior to anticipated shipment date of the Goods and shall cover the full price of the Goods (including applicable taxes) and such letter of credit shall be divisible. All bank charges and other expenses it estation to the letter of credit shall be for the Customer's account. The Goods will be sold F.O.B or C.I.F (Infoterms 2010) at the option of DOKA and DOKA shall be under no obligation to give the Customer notice as specified in Section 32(3) of the Sale of Goods Act 1979.

TERMS OF HIRE 14

- the case of hire of the Goods:
- The Customer is responsible for the proper handling, dismantling, storage, maintenance and cleaning of the Goods.

- identification of the Goods shall be final.

- Payment shall be made in accordance with condition 3. Provided that the Customer shall not be in default of its obligations hereunder, the Customer shall be entitled to terminate the hire on giving DOKA not less than 3 days' notice in writing to that effect and by paying all such sums owed to the end of the agreed hire period (rather than the actual end of hire) and by returning the Goods (at the Customer's expense) to DOKA and in good condition.
- nan good reason to outsite customer's creat with miss or (m) the customer and our cause to be done or period and or thing whereby DOKA's rights in the Goods are prejudiced or an event referred to in condition 12 occurs the Customer shall be deemed to have repudiated any contract and DOKA may thereupon or at any time thereafter accept that repudiation and the contract will terminate forthwith and for all purpose, without prejudice to DOKA's rights under these conditions.

CANCELLATION

- If the Customer cancels, extends or delays or purports to cancel, extend or delay the contract or part thereof, or fails to take delivery of any Goods at the time agreed (if any) the Customer will be liable (without prejudice to any other rights ODKA to claim damages) to indemnify and keep indemnified DOKA against any resulting loss, damage or expense incurred by DOKA in connection with the supply or non-supply of the Goods and Services.
- If DOKA is unable (whether temporarily or permanently) to procure any services or goods necessary to enable it to supply the Goods or if the supply of Goods is prevented or hindered by reason of any cause beyond DOKA's control, including but not limited to a force majeure as referred to in clause 19, DOKA may cancel or suspend performance of the contract by notice in writing to the Customer so far as it relates to Goods not then supplied and such cancellation or suspension shall not give rise to any claims by the Customer provided that the Customer shall remain liable to pay for Goods supplied prior to the date of such cancellation or suspension.

No drawings descriptive matter weights dimensions or shipping specifications issued by DOKA or the manufacturer of the Goods nor the descriptions and illustrations contained in DOKA's or the manufacturers catalogues price lists or other promotional material will form part of the contract nor be regarded as a warranty or representation relating to the Goods.

All drawings, patents, trademarks, copyrights and any other intellectual property rights are and remain in the sole ownership of DOKA and must not be disclosed or made available to any third party. Customer may not use any of the material or documents of DOKA and any copies thereof for reference, marketing or advertising purposes without prior written confirmation of DOKA.

THIRD PARTY RIGHTS

provisions of the Contracts (Rights of Third Parties Act) 1999 shall not apply to this contract and a person who is not a party to this contract shall have no right under that Act to enforce any term of the contract.

FORCE MAJEURE

FORCE MAJEURE

Save for the Customer's obligation of payment under condition 3 neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, The act of Britain exiting from the European Union, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ("Force Majeure Event"). Each party shall enotice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event.

NOTICES

- Any notice under or in connection with this contract of sale shall be in writing and shall be served by first class post or by hand on the party or sent by recorded delivery or e-mail at or to the address of the party set out in this contract or at or to such other addres may be subsequently notified by one party to the other.
- in the absence of evidence of earlier receipt any notice shall be deemed to be duly served:

 if delivered personally when left at the address in clause 1.6;

 if sent by recorded delivery 3 days after posting; and

 if sent by e-mail, when received.
- 20.2.1

ENTIRE AGREEMENT

- These Conditions, the Additional Terms and any quotation constitutes the entire agreement and undertaking between DOKA and the Customer, and supersedes all prior discussions, agreements and understandings. The parties further agree that no statements or representations made by either party have been relied upon by the other party in entering into any contract.

 The contract may be amended only by written agreement signed on behalf of DOKA and the Customer by a Director thereof or by a
- person who has been given written authority to sign by a Director thereof

GENERAL

- Failure by DOKA to enforce any of the Conditions will not be construed as a waiver of any rights hereunder In relation to all obligations of the Customer time of performance is of the essence.

 The legal construction of these conditions shall not be affected by their headings which are for convenience of use only. 22.1
- If at any time any of these conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal or unenforceable in any respect that shall not affect or impair the legality, validity or enforceability of any other provision of these conditions.
- Current versions of these general terms and conditions are available under: https://www.doka.com/uk/home/termsandconditions/Terms-and-conditions

JURISDICTION

- This contract is subject to the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Court

- if the Customer or any of its associated companies:

 fails to make payment for the Goods in accordance with this contract of sale; or

 commits any other breach of this contract; or

 if any distress or execution shall be levied upon any of the Customer's goods or if the Customer offers to make any arrangement
- if any bankruptcy petition is presented against the Customer; or
- the Customer is unable to pay its debts as they fall due; or if being a limited company any resolution or petition to wind up the Customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented; or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Customer's

- 12.2 DOKA may in its absolute discretion and without prejudice to any other rights which it may have:
 12.2.1 suspend all future deliveries of Goods to the Customer and/or terminate the contract without liability upon its part; and/or
 12.2.2 exercise any of its rights pursuant to these conditions.
 - There will be no liability or penalty to DOKA for suspending or terminating any Service or supply of the Goods in accordance with
- Payment will be in Pounds Sterling.

- Loss or damage howsoever caused (excluding fair wear and tear) to the hired Goods will, without prejudice to any other remedies DOKA may have, render the Customer liable to a charge, details of which are available upon request. Damages shall include wear and tear going beyond normal purpose use such as breakages, cuts or drillings. The Goods must be delivered or returned to DOKA bundled, palleted and cleaned. Failure to do so shall render the Customer liable to
- a charge.

 If the Customer mixes the hired goods with the Customer's own equipment, DOKA's decision as to subsequent separation and
- The Customer shall not part with possession or otherwise charge, pledge or assign the Goods to any third party. Breach of this term
- The Customer shall not part with possession or otherwise charge, pledge or assign the Goods to any third party. Breach of this term shall render the Customer liable to a charge equivalent to the list price of the Goods.

 The minimum period of hire is 4 weeks (twenty-eight days).

 The hire shall commence on the day the Goods leave DOKA's storage facility, and shall cease upon the return of the Goods by the Customer on the day Goods arrive back at DOKA's storage facility at a planned and agreed date and time.

 The Customer shall pay to DOKA during the hire period the hire charges in the amounts and at the intervals specified by DOKA.
- 14.10 If the Customer (i) fails to pay any hire charges or other sums due in full within 5 days after the sums have become due or (ii) DOKA has good reason to doubt the Customer's credit worthiness or (iii) the Customer shall do or cause to be done or permit or suffer any

Valid from the 1st February 2020

DOKA UK FORMWORK TECHNOLOGIES LIMITED

ADDITIONAL TERMS AND CONDITIONS

CONFIRMATION OF ORDER

An order is not confirmed until a purchase order has been received from a customer and the offer has been confirmed by DOKA. In the event that a confirmation of order has not been communicated in writing, the issuance of the Goods and invoice will act as the confirmation and DOKA's terms and conditions will be in effect.

Any items not specifically stated as included in DOKA's quotation, including but not limited to the following; all scaffold boards for platforms and tube handralls, plywood (other than for system panel formwork), nails, tools, make-up timbers, firring timbers, timber for chamfers, sealant for tight joints, sealant between plywood, box-outs if required, access hatches for platforms and general access ladders, general lifting equipment, lifting beams, power supply, rubber seals on platforms, tie consumables, debris netting, timber supports for edge protection sheeting etc.

MINIMUM HIRE PERIOD 28 days

QUOTATION VALIDITY

All quotations for hire and/or sale of Goods or associated Services are valid for 30 days only.

TRANSPORT, DELIVERIES AND COLLECTIONS

- INAINSPORT, DELIVERIES AND CULLETIONS

 All deliveries or collections will be confirmed at time of order placement and DOKA order confirmation only.

 All goods supplied Ex Works UK DOKA Location / Branch. Transport charges will apply to all deliveries and collections as detailed on DOKA's quotation and confirmation or order. Loading and unloading time are calculated at 1 hour per vehicle. Excess waiting over this time period will be charged at a rate of £60 per hour. In the event the vehicle is not unloaded or is returned to depot, the re-delivery of the equipment will be arranged at the cost to the Customer. The hire period will have commenced from the time the vehicle originally left DOKA premises.
- For Goods which are delivered to an agreed address, the Customer must provide the necessary labour and machinery for safely unloading the Goods. It is the Customers' responsibility for the loading and unloading of Goods on site. All Collections must be returned to DOKA in a safe manner and in accordance with the Construct document "A Guide to the Safe Transportation of Formwork and Falsework Equipment". DOKA has the right to reject a return delivery if it is deemed unsafe to unload and any associated costs will be charged to the Customer.
- All of DOKA's Goods will be supplied in appropriate stillages and pallets which are chargeable at the current relevant rates which can be requested at any time

- LOSSES, DAMAGES AND CLEANING
 All returns are carefully logged and checked at DOKA's branches. All shortages, damages and cleaning charges will be raised at the prices current at that time. DOKA's recommend Customers process their own return advice notes and include copies with the material control of the prices of the pric for reference only in order to identify any material differences and counts can be reconciled immediately. Note DOKA's decision is
- final. Goods must be returned to DOKA stacked, banded and in a good clean condition similar to that it was delivered and in accordance with DOKA's user guides to avoid the necessity of cleaning charges. For the avoidance of doubt, the count of Goods and the Good's condition can only officially be undertaken by DOKA and its employees and their decision shall be treated as final. The Customer is permitted to challenge the final decision within 7 (seven) working days of notification of losses or damages to be charged. If a Customer count is recorded and transmitted with the return it is for advice only and is not legally binding. It is recommended that this process is undertaken by Customers but for the Customers' internal processes
- only.

 Goods identified as damaged beyond repair will be held for inspection for a period of 7 (seven) working days and then charged to the Customer and scrapped. The damaged Goods will not be returned to the customer.

 The Customer/ Hirer shall be responsible, at its own expense, for insuring the Goods and itself for all and any risks in respect of the
- Goods or the use of the Goods. This includes for the avoidance of doubt theft, malicious and accidental damage, fire, flood and any risks arising from the presence or operation on or off site and also in transport.

- Hire charges begin on the day the Goods leave DOKA's facilities and the hire period terminates when the Goods are returned to a DOKA's location, unless previously agreed where DOKA can offer an on-site off-hire service for a fee on larger projects. Hire charges will continue until all the Goods is returned or treated as "Lost Goods".
- All Goods are charged at a daily hire rate. Any rates shown on ODXA's quotations as a square metre rate are for guidance only, the actual rate applicable will be the unit rate for each item.

 Any items supplied over and above those quoted will be charged as extra.

 The Hire charges are also applicable for weekends and UK bank holidays. No allowance is given if the Equipment is not used even if it
- is outside the Customers control.

DESIGN AND ENGINEERING

- Application and engineering designs are not included in the Goods costs and are chargeable at £65.00/hour unless otherwise agreed. Any order received against a preliminary drawing or quotation, which on checking results in amendments to either design or quotation due to inadequate information at the time of quotation may result in a price alteration.
- 8.3 It is the Customers responsibility to check and confirm all design drawings prior to commencing work so as to ensure that DOKA has
- It is the Customers responsibility to check and continual design drawings prior to commencing work so as to ensure that DUNA has correctly interpreted their requirements.

 Requested changes to construction / execution issued drawings will be charged at £65.00/hour.

 DOKA reserves the right to amend drawing details and material components subject to stock availability.

 The individual quotation will include estimated design charges and drawing production costs for DOKA's associated design requirements unless otherwise indicated. Variations or revisions outside the original scope of design works must be provided to DOKA involved to DOKA. in writing and will be chargeable at a rate of £65.00/hour.
- Products which are Purchased (Sale Contract) by the Customer are only eligible for associated designs related to the Goods up to five percent of the cost of the material sold. The designs must be undertaken in the 12 months following the purchase. For the avoidance of doubt, there is no obligation from DOKA to provide continuous design support for the Goods sold. It is at the discretion of DOKA to charge a relevant fee for the provision of these services if deemed appropriate.
- If a specific Customer order has been cancelled following the order confirmation. DOKA retains the right to charge for aborted engineering works undertaken up to and including the cancellation date. These charges will be based on actual hours worked on the project at the rate of £65.00/hour.
- project at the rate of it bos. Juynour.

 Upon receipt of a Customers design brief and instructions to proceed, DOKA will confirm the fee for carrying out the services. DOKA will commence the design work once a purchase order has been received from the Customer and DOKA has confirmed the order.

 Designs and drawings produced by DOKA are only intended for use with genuine DOKAoka products and material and are not to be
- Engineering Department.

 DOKA does not accept responsibility for Customers or resellers who produce their own designs and drawings using DOKA's and Goods. used in conjunction with any non-DOKA approved material or "copy" Goods without express written consent from DOKA's Head of
- DOKA undertakes internal checks of solutions to ensure the safe working loads of the systems and components are not exceeded. This may be in the form of checks against load charts or specific calculations. Where a customer requires formal calculations or CAT 2 Inis may be in the form of checks against load charts or specific calculations. Where a customer requires formal calculations or CAL2 design check requirements, this should be confirmed at offer stage with agreement as to the required infantation. This may be a chargeable service. DOKA does not provide CAT 3 Third party checks and this is the responsibility of the Customer.

 DOKA reserves the right to place an account on stop and cease work on any relevant design drawings in the event of the account not being paid to terms.

 All intellectual property rights in the data, reports and designs that DOKA produces remain their property and cannot be passed on to
- any third parties without prior permission from DOKA. Subject to payment of their invoices in accordance with DOKA's Terms and Conditions, the Customer may use DOKA data, reports and designs produced in the course of the services for the purpose related to the projects provided that the data, calculations and assessments may not be reproduced for any extension of the projects. DOKA does not accept any responsibility for any consequences, if the Contractor uses the data, reports or designs for a purpose other than that for which they were provided.

 DOKA will supply design information and documentation to support the Customer's Temporary Works Coordinators and end users, but do not accept the Decisions and it is the Customer's responsibility to confirm requirements including but not limited to
- but do not act as the Principal Designer and it is the Customer's responsibility to confirm requirements including, but not limited to, loadings and stability are in line with CDM regulations as required. Any residual risks are noted on DDKM's design drawings in conjunction with product user information and operating instructions. DDKA will support the Customer's Principle Designer with further information as required.

- FORMWORK INSTRUCTORS
 For larger projects, where the Customer is unfamiliar with DOKA's equipment in use, DOKA, subject to availability, can provide a UK Formwork instructor for initial assistance to site staff to demonstrate the safest and most efficient way of using DOKA's equipment. If DOKA's Instructor is required they are available for a minimum charge of £600.00/day (standard working hours: one working day to 8 hours/5 days per week) plus reasonable travel, travel time and hotel expenses unless otherwise specified. All additional hours (more than 8 working hours a day) as well as all overtime hours on Saturdays, Sundays and Holidays will be charged with a respective surcharge. Any changes or extensions of the originally agreed time schedule must be requested in writing and will be charged to the Customer. Cancellation charges apply and are available on request.

 DOKA's International Group Formwork Instructors can also provide support when the UK Instructors are not available or specialist products are involved in the project. Additional fees, expenses and cancellation charges apply and are available on request. The Customer understands and acknowledges that this compliance inspection of obvious and clear requirements is not an approval according legal regulations and does not replace any required third party inspection. An approval for placing concrete and any embedded items for system suspension is explicitly excluded.

 DOKA are not obliged to send a formwork instructor. Therefore, the request for a formwork instructor must be sent in writing at least 3 (three) weeks before the planned starting date of the formwork instructor's services and has to be confirmed by DOKA in writing at least 3 (three) weeks before the planned starting date of the formwork instructor's services and has to be confirmed by DOKA in writing at least

- 3 (three) weeks before the planned starting date of the formwork instructor's services and has to be confirmed by DOKA in writing. If the Customer delays the schedule or cancels the ordered formwork instructor's service less than 1 (one) week before the formwork instructor's planned service, the Customer has to pay all the costs already occurred with DOKA and in case of cancellation 50 % of the The formwork instructor's activity shall not release the Customer from the responsibility to implement a comprehensive QA/QC
- procedure for concrete formwork including all necessary site personnel to ensure the full implementation of the required inspections, safety procedures and checking of all concrete formworks on site.

 The Customer understands and acknowledges that the formwork instructor is not responsible to supervise the Customer's workers and their work and is not obliged to render instructions.
- - DOKA shall not be responsible for any misuse of DOKA's formwork materials on the Customers site, any mix-up with other suppliers' materials; the mixing of genuine DOKA materials with copy or copyist materials; moreover, DOKA are neither responsible for the individual or itemised checking of each system component, nor for each formwork area prior to concreting. Only the Customer is

- responsible for the assembly of the formwork material. The Customer is aware that DOKA's formwork instructor is not a compensation
- responsible for the assembly of the formwork material. In Ecustomer is aware that DUKA's formwork instructor is not a compensation for manpower to be provided by the Customer.

 DOKA's instructor can provide the following demonstration services:

 9.9.1 Product awareness toof the Customer's personnel on site for the safe formwork operation according to DOKA's drawings &
 - $user information, e.g.\ resetting,\ repositioning,\ hydraulic climbing,\ closing,\ anchoring,\ adjustment\ \&\ alignment;\\ 9.9.2\ Explaining\ to\ the\ Customer's\ site\ team\ the\ formwork\ drawings\ issued,\ highlighting\ safety\ aspects,\ important\ permitted\ loading\ the problem of the customer's\ site\ team\ the\ formwork\ drawings\ issued,\ highlighting\ safety\ aspects,\ important\ permitted\ loading\ the\ problem of the customer's\ site\ team\ the\ formwork\ drawings\ issued,\ highlighting\ safety\ aspects,\ important\ permitted\ loading\ the\ problem of the customer's\ site\ the\ problem of\ the\ problem of\ the\ problem of\ the\ problem\ of\ the\ of\ the\ problem\ of\ the\ problem\ of\ the\ problem\ of\ the\ of\ the\ problem\ of\ the\ problem\ of\ the\ of\$

 - criteria & formwork drawings details;

 DOKA's Instructor can provide the following field observation services:

 9.10.1 Joint inspection with the Customer's staff prior to (first) concrete pouring in the form of a visual inspection/ field observation.

 The visual checks will indicate whether the formwork is or is not assembled according to DOKA's drawings & user information. The visual checks will indicate whether the formwork is or is not assembled according to JOMA's drawings & user information.

 Observations will be based on a walk through of all locations where the original DOKA's material is in use and will be limited to a visual inspection and therefore to major defects that can reasonably be detected on first sight. The field observation is solely an indication on the compliance of DOKA's equipment with recommended applications according to DOKA's user information & system design drawings.

 DOKA's employees are only authorised to make a statement concerning the compliance of DOKA's design and execution on the job
- The customer understands and acknowledges that this visual inspection of the conformity in no way represents an approval under statutory regulations and is also no substitute for any inspection by a third party. The Customer also recognises that DOKA's Instructor is only permitted to provide demonstration only and not responsible for evaluating the competency of the site operatives. The release for pouring of concrete and the positioning of any formwork components not amenable to inspection are expressly excluded from

CONCREMOTE AND CONCRETE MATURITY MEASUREMENT

- CONCREMOTE AND CONCRETE MATURITY MEASUREMENT

 The system CONCREMOTE offers real-time information about the compressive strengths of the concrete based on the temperature of the concrete. The system is offered with the following options:

 The rental option for the system CONCREMOTE is composed of the following integral parts:

 10.2.1 Rental of measurement devices and the required calibration boxes (together "Devices"); as well as

 10.2.2 the analysis of the data collected by each device in the course of the measurement (service) including access to the CONCREMOTE Web Portal (the "Web Portal") and/or CONCREMOTE App (the "App") (both incl. several features e.g. forecasts), availability of the support desk and the transfer of data between the devices and the Web Portal/App.

 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. the product.
- Sale of CONCREMOTE

 - Sale of CONCREMOIE

 10.4.1 The sale option for the system CONCREMOTE is composed of the following parts:
 10.4.1.1 Measurement devices and the required calibration boxes (together "Devices")
 10.4.2 For an extra (periodical) charge the following services may be offered:
 10.4.2.1 The analysis of the data collected by each device in the course of the measurement (service) including access to the
 Web Portal and/or App (both incl. several features e.g. forecasts), availability of the support desk and the transfer of data between the devices and the Web Portal/App.

 - data between the devices and the Web Portal/App.

 10.4.3 These two parts (device/analysis) of the product are separable and may be offered together as a package or separately.
 Calibration Service

 10.5.1 Both for the rental and sale option of the system CONCREMOTE DOKA offers to conduct the calibration of the used concrete mixes as an optional service subject to additional fees. DOKA organise and provide the necessary calibration boxes and cover the cost for the calibration boxes and the concrete specimen (e.g. cubes/cylinders). The result will be displayed to the Customer in the form of a calibration curve in the Web Portal and/or App.

 - 10.5.2 For this purpose the Customer shall submit the following information to DOKA: concrete producer, concrete mixing plant, target value/strength, strength value, contact person at producer/mixing plant.

 10.5.3 The Customer acknowledges and agrees that this technical data will then be submitted to a concrete laboratory technician by DOKA for analysis purposes.
 - 10.5.4 Insofar as this may entail the processing of personal data kindly consult our Data Privacy Statement at http://www.DOKA.com/concremote.
- In addition to our CONCREMOTE system, DOKA offer accessories for purchase and on-site training.
- Measurement devices

 10.7.1 In the context of the CONCREMOTE system, DOKA rent or sell measurement devices to the Customer. These are slab sensors and/or cable sensors. In addition to the devices, DOKA also provide, rent or sell calibration boxes to the Customer for calibrating anyor came serisors. In adultion to the everes, DONA also province, letti or seric nationation to most to the customer and the concrete mixes used (sensors and calibration boxes are hereinafter together referred to as "Devices"). Each Device has an individual serial number, as well as an integrated GSM/GPS module. Thus, each device may be located. For information on the use of personal data, including possible location data, kindly consult our Privacy Statement.

 10.7.2 DOKA deliver the ordered Devices. As part of the delivery, DOKA provide our Customer with operating instruction on the operation and functioning of the Devices as well as a user manual for the Web Portal and/or App. Above mentioned documents
 - be downloaded at any time from our website www.DOKA.com/concremote and the Web Portal http://concremote.DOKA.com.

 - 10.7.3 By signing our delivery note, the Customer confirms to have received the ordered slab or cable sensors, calibration boxes, operating instruction on the operation and functioning of the Devices as well as the user manual for the Web Portal/App. 10.7.4 Upon handing over the Devices and other CONCREMOTE hardware to the Customer, the risk for their destruction or damage passes on to the Customer.
 - passes on to the Customer. 10.7.5 The Customer shall comply exclusively with the specifications made in the operating instruction on the operation and functioning of the Devices and the user manual on the Web Portal/ App. Any use of the Devices or the Web Portal or App indictioning 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. The Customer shall indemnify and hold harmless DOKA against any third party claims for damages resulting from such uses contrary to the specifications made by DOKA.

Rental Conditions

- 10.8.1 Should the Devices 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 Devices according to the specifications made by us, included in the delivery and published on our website.

 For the entire duration of the contract, DOKA are entitled at any time during regular business hours to inspect and check our
- Devices and the Customer shall obtain any relevant approvals to do so.
- The period for charging a rental fee shall start on the date of the delivery note and shall end on the day on which DOKA have regained unrestricted custody of the Devices and calibration boxes rented out by us. DOKA will confirm this time in writing on a return delivery note. Such confirmation on a delivery note only confirms receipt, but in no event condition of the CONCREMOTE system. 10.8.3
- The minimum rental period is one month.
- 10.8.5 After the end of the contract, the Customer shall immediately return the Devices to us cleaned and fully functional or request us to pick up the Devices.
- us to pick up the Devices.

 Only once DOKA have regained unrestricted custody of the Devices rented out by us and confirmed this in writing on a delivery note, the risk for their destruction or damage passes on to us.

 Once DOKA have regained custody of the Devices rented out by us, DOKA will thoroughly check and document their state, in particular their functionality. In case the Devices are damaged, DOKA 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 Devices by applying economically reasonable means, DOKA are entitled to require the Customer to pay the scheduled sales price of the relevant Devices plus any costs necessary in
- order to prove such status (expert opinion etc).
 Transportation costs for delivery and pick up of the Devices, if required, shall be borne by the Custo
- 8 Transportation costs for delivery and pick up of the Devices, in required, single-body and observed a Managas of data and analysed 1 The technical data measured by the Devices are transmitted to our computing centre via mobile data transmission and analysed 1 The technical data measured by the Devices are transmitted to our computing centre via mobile data transmission and analysed 1 The technical data measured by the Devices are transmitted to our computing centre via mobile data transmission and analysed 1 The technical data measured by the Devices are transmitted to our computing centre via mobile data transmission and analysed 1 The technical data measured by the Devices are transmitted to our computing centre via mobile data transmission and analysed 1 The technical data measured by the Devices are transmitted to our computing centre via mobile data transmission and analysed 1 The technical data measured by the Devices are transmitted to our computing centre via mobile data transmission and analysed 1 The technical data measured by the Devices are transmitted to our computing centre via mobile data transmission and analysed 1 The technical data measured by the Devices are transmitted to our computing centre via mobile data transmission and analysed 1 The technical data measured by the Devices are transmitted to our computing centre via mobile data transmission and analysed 1 The technical data measured by the Devices are transmitted to our computing centre via mobile data transmitted to our com 10.9.1
- The technical data measured by the Devices are transmitted to our computing centre via mobile data transmission and analysed according to the concrete's compressive strength, temperature and maturity. The analysis of the data collected by each Device in the course of the measurement will be made available on the Web Portal and App.

 The Customer acknowledges and agrees that this analysis may entail the comparison and matching with technical data accrued from other sources (e.g. other customer's devices, previous measurements, etc.). This analysis of data from Devices is strictly limited to technical information relating to the Customer's project and does not include personal aspects relating to the respective user. Insofar personal data of the user are processed (e.g. time and location of login into the Web Portal or App) they merely constitute an unavoidable by-product, not the object of processing. For more information see our Privacy Statement.
- The technical basis for the calculation of concrete strength is the maturity method according to de Vree, Arrhenius or Nurse Saul representing the current state of the art. Our system allows us to offer the Customer measurement data on the temperature and calculation results on the development of the strength of fresh concrete. The Web Portal and App provide also additional features for the Customer, e.g. forecasts.
- 10.10 Accessories
- The Customer can additionally 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.
- 10.11
- https://www.DOKA.com/gtc are agreed to apply in such cases.
 On-site training
 The Customer can, in addition to the system CONCREMOTE, order a detailed training on how the Devices and the Web Portal
 and App work and how to use and operate them. DOKA offer this additional service for a flat fee, which will be charged together
 with the sales price or rental and service fee for the CONCREMOTE contract. The on-site training service is subject to the general
 terms and conditions of CONCREMOTE. The on-site training is limited to the explanation of the written instructions of DOKA.
 Therefore DOKA assume no liability for any further information provided by our employees. Notwithstanding the above
 provisions, DOKA are not responsible for any misuse of the CONCREMOTE system.
 Furthermore, DOKA are not responsible for the individual or position-specific inspection of any system component.
 Handling of data analysis of technical support / limitation of liability
 The data analysis service is provided via the Web Portal and/or App. DOKA do not warrant neither persistent availability nor a
 concrete percentage rate thereof. Availability of the Web Portal and/or App may be restricted for certain reasons including but
 not limited to updates, upgrades, internet outages and maintenance or may be temporarily ceased. 10.11.1
- 10.11.2

- concrete percentage rate mereor. Availability of the Web Portal analy or Appin any oe restricted for certain reasons including but not limited to updates, upgrades, internet outages and maintenance or may be temporarily ceased.

 DOKA apply safety precautions that are in accordance with current technological standards, but DOKA assume no liability for any possible issues reasonably beyond our control, including but not limited to of virus, hacking, malware.

 The Customer can use the Web Portal and/or App as user interface for data input and output. In order for the Customer to use the Web Portal and/or App, DOKA first have to activate the Customer (grant write and read privileges to the Customer). Therefore, the Customer nead activation data sheet with all required data of users who shall be entitled to access the Web Portal/App and submit this to us. The customer undertakes to comply with applicable data protection laws and regulations, in particular, but not limited to the GORA. This includes the hobilization for the customer to provide a lestimate regulations, in particular, but not limited to the GDPR. This includes the obligation for the customer to provide a legitimate reason for the input of user data. Customer shall indemnify and hold DOKA harmless for any failure with this obligation. Having received confirmed data sheet, Customer shall be activated at the beginning of the rental period (see item 3.3.3). No installation shall be required to use the Web Portal on the Customer's internet supported devices. Customer shall solely be responsible for

maintaining the confidentiality and security of the User ID(s) and password(s) provided by us for the use of the Web Portal/App, and may not disclose such User ID(s) and password(s) to any third party, and shall fully be responsible for any and all activities, which occur under such User ID(s) and password(s) and in connection with its use or their uses. Customer further agrees that it will not permit others to access or use the Web Portal using such User ID(s) and password(s).

- It shall be the Customer's responsibility to provide the necessary technical equipment (laptop, PC, etc.) as well as a working 10.12.4 Internet connection in order to use the Web Portal/App.
- Any data entered via the Web Portal are entered exclusively by the Customer. Solely the Customer is responsible for entered data. Customer shall solely be responsible for all damages resulting from information or data it, or its authorized users, enter into the Web Portal/App and shall indemnify and hold harmless DOKA in this regard. Only after having received a relevant order by the Customer and after having sent a written order confirmation, do DOKA enter data. In such a case, DOKA shall
- order by the Customer and after naving sent a written order commatton, do DUAK enter data. In such a case, DUAK shall immediately inform the Customer thereof in writing. In addition to the Customer, read and write privileges in the Web Portal/App are granted only to DOKA and DOKA's vicarious agent. In the case Calibration Services (see item 3.14) are requested access is granted to the concrete laboratory technician. 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. 10.12.6
- Any and all transactions in the Web Portal/App are registered digitally and are retraceable.

 The data collected by an individual Device can be stored in the device for the limited duration of 72 hours. If the data transfer 10.12.8 is disrupted, the Customer has to restore operability of the device within these 72 hours. Otherwise, the data in the device are
- lost. If the battery falls, all data stored in the device are lost. Furthermore, the device no longer records data. The Customer shall therefore ensure, of its own accord and at its own cost, that the devices have sufficient battery power at all times.
- 10.12.10 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 10.12.10 The Customer shall bear the risk of loss of oata, in particular it data are transferred, due to battery failure of any other error or the device. 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.

 10.12.11 The Customer shall regularly check all components for operability at his sole responsibility and account. DOKA have to be informed immediately of any technical problems.

 10.12.12 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 Devices. In case of technical disruptions, the
- manager will be communicated to the Lustomer at the latest upon delivery of the Devices. In case of technical disruptions, the Customer's competent contact person shall be the DOKA contact person.

 10.12.13 Concrefy B.V. is DOKA's vicarious agent. It is responsible for analysing the data entered in the Web Portal/App and for providing technical support should there be problems with the Devices or the Web Portal/App.

 10.12.14 The measurement data entered by the Customer in the Web Portal/App provided that there are no disruptions are processed, analysed and made accessible to the Customer via the Web Portal/App by our vicarious agent within app. 2 hours after having been received successfully (such response times being provided for information purposes only and do not constitute binding service level). constitute binding service level).
- 10.12.15 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. In the case Calibration Services (see item 3.1.4) are requested access is granted to the concrete laboratory technician.
- 10.12.16 The results of the analysis are calculated values based on the measurement data recorded by the Devices and entered in the Web Portal/App 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 (except where Calibration Service is provided by DOKA) as well as the correct use of the Devices. When using CONCREMOTE, the Customer shall demonstrably comply with any and all specifications made in relevant technical standards and guidelines.
- 10.12.17 Any change of composition, producer, concrete mixing plant or concrete type undertaken after a calibration conducted by
- Any change of composition, producer, concrete mixing plant or concrete type undertaken after a calibration conducted by DOKA shall be excluded. The Customer shall indemnify and hold harmless DOKA against any third party claims for damages resulting from such changes. 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 devices, DOKA do not assume any liability for the corrector. 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 devices were used correctly
- 10.12.19 The Customer shall immediately check the result of the analysis transmitted by us. If the Customer, when checking 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, 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.
- 10.12.20 DOKA assume no liability, in any case whatsoever, for any steps, such as formwork, formwork removal, post-processing or changes in the composition of the concrete, that the Customer takes based on the interpretation of our result of the analysis
- and based on any further features in the Web Portal/App.

 10.12.21 If the Customer suffers monetary damage due to an incorrect result of the analysis, DOKA shall be liable only if it can by proven that DOKA or our vicarious agent or the concrete laboratory technician caused such damage with intent. Any liability for including but not limited to lost profit, consequential damages or lost data shall be excluded. It shall be the Customer's
- including but not limited to lost profit, consequential damages or lost data shall be cluded. It shall be the Customer's responsibility to prove who was at fault. Other than that, the relevant statutory provisions shall apply.

 10.12.22 Any liability on our part shall be limited by the amount invoiced and actually paid for the relevant contract.

 10.12.23 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.

 10.12.24 Notwithstanding Clause 4.27, any data and analysis results collected in performing the contract specific to a certain Customer.
- are stored electronically by our vicarious agent for backup reasons. DOKA undertake to treat such data strictly confidentially and to not pass them on to a third party. However, DOKA are entitled to use the collected data to defend ourselves against and assert claims
- 10.12.25 Our liability exclusively covers statements made or information provided by our project manager or Technical Support.

 10.12.26 DOKA do not advise on concrete technology, DOKA give no instructions regarding the composition of concrete or the casting of concrete. To the extent that DOKA or Technical Support make any recommendations in this connection, these recommendations shall not be binding, DOKA assume no liability for such recommendations.
- 10.12.27 Any warranty daims of the Customer shall be excluded, if not notified to us without undue delay.
 10.12.28 Any data and analysis results collected, as well as any other information collected, used, maintained, transmitted or otherwise processed wia the Web Portal, the App and/or as a part of any other service provided, but except for personal data, become our sole property and DOKA reserve any rights therein. DOKA are free to use, combine, modify and treat such information in any other way for any commercial or non-commercial purposes. To this end, and as far as the Customer holds any rights in such data provided. DOKA are granted a world-wide, non-exclusive, royalty-free, perpetual and unrestricted license to use such

- CONCREMOTE Data protection

 DOKA processes the personal data that the customer provides to DOKA via the web service portal/app or when using the service on behalf of the customer. The customer is responsible within the meaning of the DSGVO and undertakes to comply with the provisions applicable to him.
- Customer warrants to bring DOKA's Privacy Statement available at http://www.DOKA.com/concremote to the attention of all natural persons it grants access rights to the Web Portal and/or App, or who's personal data may otherwise be transferred to DOKA, and shall indemnify and hold harmless DOKA for any failure to comply with this obligation. 10.13.2

11.3

- 11.1 Refers to formwork pre-assembly and dismantling of formwork material and formwork components. The subject of formwork prekeers to formwork pre-assembly are, anong other things, (parts of) structures of supporting systems and climbning brackets, working and protection platforms, sup-porting construction frames and custom-built formwork units planned by DOKA and assembled using DOKA's system components so they are ready to use.

 DOKA shall not perform any on-site forming-up work, i.e. shall not position or place the formwork systems described under so they are ready for the pouring of concrete and shall not fix or anchor formwork systems to the structure. DOKA's employees are not
- authorised to agree on differing arrangements.

 The Customer must sign and approve the final General Arrangement Drawings a minimum of 4 (four) weeks prior to delivery of any pre-assembly along with the appropriate order reference also in place unless otherwise agreed.

 For pre-assembly requirements, production drawings will not be issued, unless specifically requested at time of order. Additional
- charges may apply.
- The Customer must provide all required co-operation and assistance requested in order for DOKA to remain within the agreed deadlines, however time is not of the essence in relation to the delivery of pre-assembled objects.
- the Customer shall be obliged to perform acceptance testing once the pre-assembled items have been delivered to site. Such acceptance testing shall be independent of any technical acceptance testing or acceptance testing by public authorities carried out by the Customer with third parties.
- Acceptance testing shall be recorded in writing.

 Pre-assembly is undertaken in line with DOKA's quality standards and tolerances, which are available on request.
- 11.9 If acceptance is delayed due to reasons within the Customer's sphere of influence, acceptance testing shall be deemed completed two weeks after the Customer was informed of the completion of the pre-assembly.
 11.10 The hir period is for the pre-assembled objects deemed to have started from the point of delivery (except for A11.11 being enacted), irrespective of acceptance, and only in the instance of a non-acceptance of the Goods will the Hire start date be eligible for renegotiation
- 11.11 In case of Customer delays or interruptions during or after the formwork pre-assembly for which DOKA are not liable, the Customer shall be responsible, at their cost, for supplying appropriate storage for the pre-assembled goods if the delay is greater than 5 (five) working days. At which point hire charges for the goods will also commence. Any additional transport, travel or accommodation costs will also be borne by the Customer.

 1.1.2 The Customer shall not dismantle or alter the pre-assembled products without prior written consent from DOKA.
- 11.13 The exact scope of work of pre-assembly services are as agreed in the contract.
- 11.14 If the Customer requests changes on the pre-assembled objects prior to delivery, then these subsequent change requests are reviewed
- by DDKA to ensure they are possible and reasonable at the cost of the Customer and may extend the project deadline.

 11.15 Where the Customer has supplied, with prior agreement, their own steel material as part of DDKA's Pre-assembly process, this material needs to be to DDKA's quality standards and will incur an additional handling charge. Where material is deemed unfit for purpose, DDKA will supply its own equipment, subject to availability, and a hire or sale charge will be applied for this equipment. DOKA does not accept responsibility for any delay to delivery of pre-assembled goods caused by the Customer sending incorrect or unsuitable material. DOKA has the right to make an additional charge to customer where it incurs costs due to delays caused by the Customer i.e. where resources cannot be switched to another project. DOKA will not use any Customer supplied wooden components, timber boards, beams or plywood as part of the pre-assembly process and will charge for supply of suitable material.

 11.16 Customer owned equipment or components used within the pre-assembly process will be disposed of, at the cost of the customer, one week after dismantling if not collected by the Customer.
- 11.17 It is the Customer's responsibility to ensure there is a safe and suitable method for loading and unloading the pre-assembled goods from the transport onto the site, for example using a crane or forklift. In addition, that the goods are safely loaded onto the transport

11.18 It is the Customer's responsibility, at their costs, to ensure that any pre-assembled objects are installed or erected on site using a safe method of construction with appropriate edge protection and safety equipment supplied by the customer unless specified in the

STORAGE AND CORRECT USE OF EQUIPMENT

- It is the Customers responsibility to ensure that all hired or purchased materials are stored in appropriate conditions when not in use to protect them against the elements. This may include storing indoors or under breathable membrane material as well as correct stacking methods to allow airflow around wooden products etc. If materials are unprotected or stacked incorrectly they may lead to damage including moisture ingress, swelling, cracking, UV exposure or other defects which DOKA shall not be liable. It is the Customers responsibility to ensure the materials are not damaged during use including the appropriate erection and dismantle
- procedures as well as, but not limited to, the correct use of formwork release agents.

MOVEMENT OF HIRED EQUIPMENT

The contract entered into does not permit the movement of hired equipment from the original delivered location address to another or sub-let the equipment without the express written permission of DOKA 3 (three) weeks prior to the movement of equipment. If DOKA does agree to these terms, then the equipment shall be deemed to remain in the Customer's possession and control of the equipment and remain liable to DOKA under the terms of this contract.

TESTING AND TEST CERTIFICATION

TESTING AND TEST CERTIFICATION

Eligible items provided by DOKA are tested in accordance with the relevant Statutory Regulations (e.g. LOLER, etc.) and clearly labelled as necessary. Where items are retained by the Customer on extended hire periods, it is the responsibility of the Customer to identify any further testing, as required by statutory intervals. Thorough examination and testing is to be carried out by an appropriately qualified organisation.

WASTE

It is the Customer's responsibility, at their own cost, to manage and dispose of all waste generated on site in the use of the Suppliers

MATERIAL ADVERSE CIRCUMSTANCES

If the UK ceases to be a member of the EU and import duties are imposed on the supply of raw materials, DOKA retains the right to adjust prices of goods ordered but not yet delivered. Circumstances outside of the control of DOKA such as law or regulation changes, customs, product availability or time delays caused by the UK leaving the EU will not be of the essence. Dok reserves the right to renegotiate or terminate contracts if circumstances such as prices, taxes and tariffs change or if Sterling exchange rates fluctuate by more than 10% from date of order to date of delivery.

STORAGE & USE OF PERSONAL DATA

- The storage and use of personal data is in line with General Data Protection Regulations. DOKA only collect the information the Customer chooses to provide to DOKA, and DOKA processes it with the Customers consent, or on another legal basis; DOKA only requires the minimum amount of personal information that is necessary to fulfill the purpose of the Customers interaction with DOKA. DOKA will not sell the information to Third Parties, however it does share the information with Other DOKA Group Companies outside
- of the UK in order to process the transaction.
- DOKA only uses the data as described in the privacy policy which can be found on DOKA's website and the Customer may receive appropriate communications in order to transact or share company relevant information which may be of interest. The Customer has the right to opt out of any non-contractual communications at any time by responding to the communication directly.

SIGNAGE AND ADVERTISING

- DOKA are entitled to affix advertisements for its company and products on banners, signs, posters and similar items at a visible place
- without interfering with the capacity or operation of the object.

 DOKA are entitled to photograph the formwork or other supplied objects and the site on which the project is undertaken to use them in DOKA's advertisements, along with the name of the Customer, in any form, such as catalogues, reference lists and online, social-media platforms and similar locations.
- The Customer must ensure that the advertisement affixed by DOKA is not damaged or misplaced.
- Placing advertisements of the Customer, the client or a third party on the Hires Goods requires DOKA's prior consent.

- DOCUMENTS AND SOFTWARE

 The Customer is not entitled to use documents provided by DOKA (e.g., planning and/or project documentation) and software for any purposes other than the purposes envisaged in the agreement. The know-how included in the documents shall be supplied to the Customer only for these purposes.
- Customer only for mese purposes.

 Building Information Modelling (BIM), Augmented Reality (AR) or Virtual Reality (VR) tools are only provided to assist the Customer with visualisation and basic clash detection. They do not contain information on residual risks and may have some inaccuracies. Only 2D drawings provided should be deemed as the master files that the Customer should use for installing, use and dismantling the equipment. The information provided is only intended for the Customer and should not be shared with Third parties unless previously agreed in writing by DOKA.

CONTRACT

All orders are accepted by DOKA only under this Contract, the standard Terms and Conditions and the additional terms under the Appendix A. These cannot be altered except with the written agreement of an authorised DOKA signatory. Any contrary of additional terms unless expressly agreed by DOKA in writing are excluded.