

- 10.35 Any and all claims for damages against DOKA shall expire by limitation within 6 (six) 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.
- 10.36 The data and analysis results collected in performing the contract are stored electronically by DOKAs vicarious agent for backup reasons. DOKA undertakes to treat such data strictly confidentially and to not pass them on to a third party. DOKA is allowed to pass on the data collected to third parties only upon the Customer's prior written consent. However, DOKA is entitled to use the collected data to defend itself against and assert claims.
- 10.37 DOKAs liability exclusively covers statements made or information provided by DOKAs project manager or Technical Support.
- 10.38 DOKA do not advise on concrete technology and gives no instructions regarding the composition of concrete, the placement of the sensors 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 assumes no liability for such recommendations.
- 10.39 Any warranty claims of the Customer shall be excluded.
- 10.40 Any data and analysis results collected, as well as any other information collected, used, maintained, transmitted or otherwise processed via 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 we reserve any rights therein. We 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, we are granted a world-wide, non-exclusive, royalty-free, perpetual and unrestricted license to use such information.

11 PRE-ASSEMBLY

- 11.1 Refers to formwork pre-assembly and dismantling of formwork material and formwork components. The subject of formwork pre-assembly are, among other things, (parts of) structures of supporting systems and climbing brackets, working and protection platforms, sup-porting construction frames and custom-built formwork units planned by DOKA and assembled using DOKAs system components so they are ready to use.
- 11.2 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. DOKAs employees are not authorised to agree on differing arrangements.
- 11.3 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.
- 11.4 For pre-assembly requirements, production drawings will not be issued, unless specifically requested at time of order. Additional charges may apply.
- 11.5 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.
- 11.6 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.
- 11.7 Acceptance testing shall be recorded in writing.
- 11.8 Pre-assembly is undertaken in line with DOKAs 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 hire 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 re-negotiation.
- 11.11 In case of Customer delays or interruptions during or after the formwork pre-assembly for which DOKA is 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.
- 11.12 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 DOKA 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 DOKAs Pre-assembly process, this material needs to be to DOKAs quality standards and will incur an additional handling charge. Where material is deemed unfit for purpose, DOKA 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 using banding straps.
- 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 contract.

12 STORAGE AND CORRECT USE OF EQUIPMENT

- 12.1 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.
- 12.2 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.

13 MOVEMENT OF HIRED EQUIPMENT

- 13.1 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.

14 TESTING AND TEST CERTIFICATION

- 14.1 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.

15 WASTE

- 15.1 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 products.

16 MATERIAL ADVERSE CIRCUMSTANCES

- 16.1 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. DOKA 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.

17 STORAGE & USE OF PERSONAL DATA

- 17.1 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 fulfil 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.
- 17.2 DOKA only uses the data as described in the privacy policy which can be found on DOKAs 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.

18 SIGNAGE AND ADVERTISING

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

19 DOCUMENTS AND SOFTWARE

- 19.1 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.
- 19.2 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.

20 CONTRACT

- 20.1 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 a DOKAs signatory. Any contrary of additional terms unless expressly agreed by DOKA in writing are excluded.