



I. General

These Conditions of Purchase of Doka form an integral part of all contracts between Doka and contracting parties from whom Doka acquires or purchases goods or services of all kinds in particular service/work for Doka's own use or for passing on to a third party, with or without further processing or handling by Doka. Amendments or supplements shall be in writing. This shall also apply to an agreement to dispense with this written form. Doka shall not be bound by the Terms and Conditions of Business of the contracting party or any other document that it seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing with Doka. These Conditions of Purchase alone shall apply. Should one provision in these Conditions of Purchase be or become invalid, the validity of the remaining provisions shall not be affected. Only purchase orders or contract awards that are in writing shall be valid. Verbal or telephone agreements shall be binding only if they are confirmed by Doka in writing or once Doka begins work/supply of the goods. A contract incorporating these Conditions of Purchase shall come in force on the earlier of confirmation in writing from Doka or if Doka begins work on the goods/supply of the goods.

II. Prices/payment conditions

- The prices are fixed prices and include Value Added Tax, packaging, any assembly required, insurance and carriage paid to the respective destination point advised by Doka including unloading. Estimates, quotations, planning and consultancy work shall not be charged to Doka and no extra charges shall be effective unless an agreement in writing is made to the contrary.
- Invoices from the contracting party for goods and services provided are due for payment when they have been received by Doka, unless the goods/service from the contracting party is not in accordance with the contract or is the subject of a complaint by Doka. Doka may choose to pay the invoice within 60 days after receipt of an invoice that can be checked, insofar as Doka does make use of its right to offset the amount due against payments due to Doka or to its group affiliates. If the payment is made within 30 days of receipt of the invoice, Doka shall be entitled to deduct 3% for early settlement cash payment.
- If a party fails to make any payment due to the other under a contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Barclay Bank plc's 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 defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.
- Doka is within its rights to offset open claims held by Doka or its group affiliates against demands and claims from the contractual partner, its holding or parent company, any subsidiary or other affiliated companies.

III. Delivery date/transfer of risk

- Delivery dates and periods are to be adhered to strictly and time shall be of the essence. The goods are to be at the destination point advised by Doka at the agreed deadline. If this is not the case, Doka is entitled to exercise the option either to refuse a late delivery and withdraw from the contract without setting an additional period or to continue to demand that the commitment be fulfilled.
- Unless an agreement is made to the contrary, the earliest point at which the risk pertaining to the goods delivered is transferred to Doka is when the goods have been delivered and unloaded at the notified destination point, if applicable. If it is the task of the contracting party to assemble and/or install the item (in particular, a machine), the risk is not transferred until the contracting party has successfully completed the assembly and/or installation and Doka has signed any acceptance report that may be planned. The risk and costs incurred for any return deliveries shall in any event be covered by the contracting party.

IV. Warranty/indemnity for loss suffered/product liability

- Doka does not have a duty to check the goods immediately. Potential warranty/indemnity claims of Doka remain unaffected.
- The contracting party is liable for ensuring and warranting that in providing his contractual services in particular deliveries of goods and work as regards the processing, workmanship or manufacture of products and services that these shall comply with the intended use of which the contracting party was aware or of which he should have been aware or with any specification or description. The goods or services shall be of satisfactory quality and/or performed with reasonable skill and care. The goods and services shall comply with all applicable laws or regulatory requirements. The contracting party has a duty to clarify any queries he may have about the purpose for which the goods or services are to be used by asking Doka directly. In particular, the contracting party also guarantees that, if the products for which the contracting party has provided services of whatever kind are passed or sold on to a third party, these products can be used for the purpose envisaged by the third party. The implied warranties set out in the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 shall apply in addition to the warranties above.
- The contracting party shall also be liable for the faults of their subcontractors. Where Doka makes available personnel, in particular for processing, assembly work, undertaking a trial run or unloading, these members of staff shall be subject to the contracting party's instructions and are considered to be his agents. Therefore the contracting party and not Doka is responsible for their mistakes.
- The contracting party shall provide for the goods or services rendered, a full guarantee for the duration of 24 months (for movable property) or 36 months (for immovable property) from delivery, handover or acceptance (whichever is the longer) (**Warranty Period**) that the goods or services will be free from defects and faults. Any and all defects that occur within the Warranty Period shall be covered by the warranty provided in this clause IV.4. During the first 18 months of the Warranty Period, there shall be no requirement for Doka to prove that the goods are defective. After 18 months Warranty Period, Doka will be required to prove that the goods had an inherent defect. The contracting party shall within the context of this warranty also repay all losses on an indemnity basis that have been incurred by Doka as a result of the defective supplies/services without the need for proof of negligence.
- In the event of warranty becoming operative, the contracting party shall repair or replace the item. If repair or replacement are not possible or would involve a disproportionately large outlay by the contracting party, Doka shall have the choice between a reduction in price, cancelling the contract, notwithstanding Doka's rights set out in clause IV.4.
- Where Doka has to provide a warranty to the customer of the goods or services, Doka shall be able to pass on the benefit of the warranty set out in clause IV.4 and such warranty shall commence from the point of delivery to such customer.
- The contracting party shall keep Doka indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Doka as a result of or in connection with:
 - any claim made against Doka for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the goods or services, to the extent that the claim is attributable to the acts or omissions of the contracting party, its employees, agents or subcontractors;

- any claim made against Doka by a third party for death, personal injury or damage to property arising out of or in connection with defects in goods or services, to the extent that the defects in the goods or services are attributable to the acts or omissions of the contracting party, its employees, agents or subcontractors; and
- any claim made against Doka by a third party arising out of or in connection with the supply of the goods or services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the contract by the contracting party, its employees, agents or subcontractors.

The indemnity in this clause IV. 7 shall survive termination of any contract.

- The product safety of the goods and services provided by the contracting party shall comply with all the requirements of the relevant legislation or safety regulations, in particular and without limitation, all English laws and regulations relating to product liability and health and safety. The contracting party shall be liable to Doka for any breach of this legislation and shall also indemnify Doka against all claims by third parties. Furthermore, in this context the contracting party shall, if requested to do so by Doka, undertake for a period of 15 years to name the relevant manufacturer, importer or the party who supplied him with the product and all useful documentation to fight product liability claims by a third party and make these available to Doka in a timely manner. Insofar as the contracting party provides any services on Doka's premises (including unloading and erection work), in respect of other liability vis-à-vis Doka, the contracting party shall ensure that any employees of the contracting party adhere to all health and safety and site regulations. Doka may immediately terminate any purchase order for breach of this clause.
- During the term of any agreement and for a period of 6 years thereafter, the contracting party shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with its agreements with Doka, and shall, on Doka's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

V. Prohibition against offsetting receivables

The contracting party shall not be entitled to set off their own receivables against Doka claims or receivables or to withhold or reduce payments for whatever reason. All sums should be paid in full and on time. This prohibition in respect of offsetting receivables shall not apply to the contracting party's receivables if these have been acknowledged in writing by Doka or if they have been recognized by a court judgement/order.

VI. Miscellaneous points

- Where Doka has made documentation available to the contracting party – in particular, drawings, plans and samples – the contracting party shall, in particular, check these to ensure that they are correct and complete and, if any doubts exist in this respect, the contracting party shall take the initiative to clarify these with Doka. Documentation that has been handed over shall remain the property of Doka and is to be handed back to Doka or destroyed at the end or upon completion of the contract. Copyright and/or other intellectual property rights to these documents have not been transferred by Doka or assigned for use. The contracting party shall obtain no rights at all in such documents.
- Doka may terminate the purchase order in whole or in part at any time before delivery with immediate effect by giving the contracting party written notice, whereupon they shall discontinue all work on the purchase order. Doka shall pay the fair and reasonable compensation for any work in progress on the goods or services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- Without limiting its other rights or remedies, Doka may terminate the purchase order with immediate effect by giving written notice to the contracting party if:
 - the contracting party commits a material breach of any term of the purchase order and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - the contracting party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - the financial position deteriorates to such an extent that in Doka's opinion the contracting party's capability to adequately fulfil its obligations under the purchase order has been placed in jeopardy.
- Doka shall be entitled to terminate any purchase order at any time with immediate effect by giving notice in writing
- The contracting party undertakes to treat in the strictest of confidence all documents and other information received from Doka and in particular, but not exclusively, production know-how, quantities, documentation and drawings, which are made available to the contracting party in the course of the business relationship with Doka or from which the contracting party derives knowledge in another way, and only to use these for the purpose set out in the subject of the agreement. This duty shall not cease when the business relationship ends.
- The contracting party and Doka hereby agree that all deliveries to Doka shall be free of retentions of title.
- The place of performance for all services of all kinds, in particular deliveries and payments, is Heath Road, Boughton Monchelsea, Maidstone, Kent, ME17 4JD. This shall even apply if it is agreed that the handover or acceptance shall be at another location.
- For all disputes between Doka and the contracting party, it is agreed that the courts of England shall have jurisdiction for the subject matter. Doka shall however also have the right to bring an action against the contracting party at any other legally permissible competent court.
- The business relationship between Doka and the contracting party shall be governed by English law, excluding the conflict of law rules of international private law and the UN sales convention.
- The Code of Conduct of (see https://www.doka.com/web/media/files/BR_Verhaltenskodex_2016_216x303_en_2Sicht_2.pdf) governing the conduct of Doka employees shall apply analogously to the contractual partner who is obligated to strict compliance with the rules set forth in the Code of Conduct.
- In order to fulfil contractual obligations or in case of legitimate interest, Doka processes personal data of a contact person of its customer such as name, business address, business phone number and business email address by data processor Doka UK Formwork Technologies Ltd, Heath Road, Boughton Monchelsea, Maidstone, Kent, ME17 4JD. The data is being stored until contractual or statutory obligations are fulfilled or in case of legitimate interest. The data subject is entitled to certain rights according to GDPR and the Data Protection Act 2018 such as a right to access, a right to erasure or a right to lodge a complaint with the relevant national supervising authority. In case of questions related to data protection, please contact dataprotection@doka.com.