

1 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 Monchelsea Farm, Heath Road, Boughton Monchelsea, Maidstone, Kent ME17 4JD
- 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

2 CONDITIONS APPLICABLE

- 2.1 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 document.
 - 2.2 All orders for Goods shall be deemed to be an offer by the Customer to purchase or hire Goods pursuant to these Conditions. Any 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).
 - 2.3 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by DOKA.
- 3 **PRICE AND PAYMENT**
 - 3.1 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 shall be of the essence.
 - 3.3 The Customer shall be liable for all administration fees, legal fees, courts fees and all other professional costs incurred in the recovery 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 3.4.
 - 3.4 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 Barclays 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.
 - 3.5 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.
 - 3.6 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.
 - 3.7 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.

4 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.

5 TECHNICAL INSTRUCTIONS

- 5.1 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.
- 5.2 Technical advice from the employees of DOKA is restricted to an explanation of the written instructions of DOKA.
- 5.3 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 WARRANTIES

- 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.
- 6.2 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 not apply where:
 - 6.2.1 the Goods have been altered in any way or have been subjected to misuse or unauthorised repair; or
 - 6.2.2 the Goods have been improperly installed, erected or connected;
 - 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;
 - 6.2.4 the Customer has failed to notify DOKA of any defect of suspected defect within the time limits stipulated in condition 6.3;
- 6.3 the total price for the Goods has not been paid by the due date.
- 6.3 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.
- 6.4 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 reasonable period of time repair, replace, the Goods at their expense or 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.
- 6.5 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 this contract.
- 6.6 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.

7 LIMITATION OF LIABILITY

- 7.1 Nothing in these Conditions shall limit or exclude DOKA's liability for:
 - 7.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 7.1.2 fraud or fraudulent misrepresentation;
 - 7.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 7.1.4 any matter in respect of which it would be unlawful for DOKA to exclude or restrict liability.
- 7.2 Subject to condition 7.1:
 - 7.2.1 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 contract; and
 - 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.

8 DELIVERY OF THE GOODS

- 8.1 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 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.
- 8.3 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.
- 8.4 Delivery of the Goods will be made ex works DOKA (Incoterms 2010) and the Price is calculated on that basis. 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.
- 8.5 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 Customer must notify 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.
- 8.6 Where the Customer rejects the Goods upon delivery due to damage the Customer shall nevertheless be obliged to unload and store the Goods.

9 ACCEPTANCE OF THE GOODS

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

10 TITLE AND RISK

- 10.1 Risk in the Goods shall pass to the Customer at the point of loading, be it by a carrier or by DOKA's transport.
- 10.2 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.
- 10.3 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.
- 10.4 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;

- 10.4.2 not remove, deface or obscure any identifying mark on or relating to the Goods;
- 10.4.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full Price from the date of delivery;
- 10.4.4 notify DOKA immediately if it becomes subject to any of the events listed in condition 12; and
- 10.4.5 give DOKA such information relating to the Goods as DOKA may require from time to time.
- 10.5 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.
- 10.6 The Customer shall be responsible for the costs and expenses incurred by DOKA in locating, repossessing, recovering or restoring the Goods.
- 10.7 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.

11 LIQUIDATED DAMAGES

- 11.1 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.

12 INSOLVENCY OR OTHER DEFAULT OF CUSTOMER

- 12.1 If the Customer or any of its associated companies:
 - 12.1.1 fails to make payment for the Goods in accordance with this contract of sale; or
 - 12.1.2 commits any other breach of this contract; or
 - 12.1.3 if any distress or execution shall be levied upon any of the Customer's goods or if the Customer offers to make any arrangement with its creditors; or
 - 12.1.4 if any bankruptcy petition is presented against the Customer; or
 - 12.1.5 the Customer is unable to pay its debts as they fall due; or
 - 12.1.6 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
- 12.1.7 if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Customer's 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.
- 12.2 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.
- 12.3 There will be no liability or penalty to DOKA for suspending or terminating any Service or supply of the Goods in accordance with these terms and conditions.

13 EXPORT

- 13.1 Where Goods are supplied to the Customer outside the United Kingdom The Uniform Law on International Sales Act 1967 shall not apply.
- 13.2 Payment will be in Pounds Sterling.
- 13.3 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 in relation to the letter of credit shall be for the Customer's account. The Goods will be sold F.O.B or C.I.F (Incoterms 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.

14 TERMS OF HIRE

- 14.1 In the case of hire of the Goods:-
 - 14.1.1 The Customer is responsible for the proper handling, dismantling, storage, maintenance and cleaning of the Goods.
 - 14.1.2 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.
 - 14.1.3 Damages shall include wear and tear going beyond normal purpose use such as breakages, cuts or drillings.
 - 14.1.4 The Goods must be delivered or returned to DOKA bundled, palletted and cleaned. Failure to do so shall render the Customer liable to a charge.
 - 14.1.5 If the Customer mixes the hired goods with the Customer's own equipment, DOKA's decision as to subsequent separation and identification of the Goods shall be final.
 - 14.1.6 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.
 - 14.1.7 The minimum period of hire is 4 weeks (twenty-eight days).
 - 14.1.8 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.
 - 14.1.9 The Customer shall pay to DOKA during the hire period the hire charges in the amounts and at the intervals specified by DOKA. 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.
- 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 act 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.

15 CANCELLATION

- 15.1 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 of DOKA 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.
- 15.2 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.

16 PROMOTIONAL MATERIAL

- 16.1 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.

17 INTELLECTUAL PROPERTY

- 17.1 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.

18 THIRD PARTY RIGHTS

- 18.1 The 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.

19 FORCE MAJEURE

- 19.1 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 give notice 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.

20 NOTICES

- 20.1 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 address as may be subsequently notified by one party to the other.
- 20.2 In the absence of evidence of earlier receipt any notice shall be deemed to be duly served:
 - 20.2.1 if delivered personally when left at the address in clause 1.6;
 - 20.2.2 if sent by recorded delivery 3 days after posting; and
 - 20.2.3 if sent by e-mail, when received.

21 ENTIRE AGREEMENT

- 21.1 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.
- 21.2 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.

22 GENERAL

- 22.1 Failure by DOKA to enforce any of the Conditions will not be construed as a waiver of any rights hereunder
- 22.2 In relation to all obligations of the Customer time of performance is of the essence.
- 22.3 The legal construction of these conditions shall not be affected by their headings which are for convenience of use only.
- 22.4 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.
- 22.5 Current versions of these general terms and conditions are available under:
<https://www.doka.com/uk/home/termsandconditions/Terms-and-conditions>

23 JURISDICTION

23.1 This contract is subject to the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Court
Valid from the 1st October 2019

DOKA UK FORMWORK TECHNOLOGIES LIMITED ADDITIONAL TERMS AND CONDITIONS

1 CONFIRMATION OF ORDER

1.1 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 DOKAs terms and conditions will be in effect.

2 MATERIAL NOT INCLUDED

2.1 Any items not specifically stated as included in DOKAs quotation, including but not limited to the following: all scaffold boards for platforms and tube handrails, plywood (other than for system panel formwork), nails, tools, make-up timbers, firing 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.

3 MINIMUM HIRE PERIOD

3.1 28 days

4 QUOTATION VALIDITY

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

5 TRANSPORT, DELIVERIES AND COLLECTIONS

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

5.2 All goods supplied Ex Works UK DOKA Location / Branch. Transport charges will apply to all deliveries and collections as detailed on DOKAs quotation and confirmation of 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.

5.3 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.

5.4 All of DOKAs Goods will be supplied in appropriate stollages and pallets which are chargeable at the relevant rates:

	Sale	Hire	
583010000	Doka accessory box	£533.45	£0.34 per day
583011000	Doka multi-trip transport box 1.20 x 0.80m	£299.06	£0.22 per day
583012000	Doka skeleton transport box 1.70 x 0.80m	£446.32	£0.34 per day
583016000	Doka stacking pallet 1.20 x 0.80m	£197.09	£0.13 per day
586151000	Doka stacking pallet 1.55 x 0.85m	£206.60	£0.14 per day

6 LOSSES, DAMAGES AND CLEANING

6.1 All returns are carefully logged and checked at DOKAs branches. All shortages, damages and cleaning charges will be raised at the prices current at that time. DOKA recommend Customers process their own return advice notes and include copies with the material for reference only in order to identify any material differences and counts can be reconciled immediately. Note DOKAs decision is final.

6.2 Goods must be returned to DOKA stacked, banded and in a good clean condition similar to that it was delivered and in accordance with DOKAs user guides to avoid the necessity of cleaning charges.

6.3 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.

6.4 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.

6.5 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.

7 HIRE CHARGES

7.1 Hire charges begin on the day the Goods leaves DOKAs facilities and the hire period terminates when the Good is returned to a DOKAs 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".

7.2 All Goods are charged at a daily hire rate. Any rates shown on DOKAs quotations as a square metre rate are for guidance only, the actual rate applicable will be the unit rate for each item.

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

7.4 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.

8 DESIGN AND ENGINEERING

8.1 Application and engineering designs are not included in the Goods costs and are chargeable at £65.00/hour unless otherwise agreed.

8.2 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 correctly interpreted their requirements.

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

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

8.6 The individual quotation will include estimated design charges and drawing production costs for DOKAs associated design requirements unless otherwise indicated. Variations or revisions outside the original scope of design works must be provided to DOKA in writing and will be chargeable at a rate of £65.00/hour.

8.7 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.

8.8 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.

8.9 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.

8.10 Designs and drawings produced by DOKA are only intended for use with genuine Doka products and material and are not to be used in conjunction with any non-DOKA approved material or "copy" Goods without express written consent from DOKAs Head of Engineering Department.

8.11 DOKA does not accept responsibility for Customers or resellers who produce their own designs and drawings using DOKAs material and Goods.

8.12 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 design check requirements, this should be charged at offer stage with agreement as to the required information. This may be a chargeable service. DOKA does not provide CAT 3 Third party checks and this is the responsibility of the Customer.

8.13 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.

8.14 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 DOKAs 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.

8.15 DOKA will supply design information and documentation to support the Customer's Temporary Works Coordinators and end users, 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 DOKAs design drawings in conjunction with product user information and operating instructions. DOKA will support the Customer's Principle Designer with further information as required.

9 FORMWORK INSTRUCTORS

9.1 For larger projects, where the Customer is unfamiliar with DOKAs 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 DOKAs equipment. If DOKAs Instructor is required they are available for a minimum charge of £600.00/day (standard working hours: one working day up 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.

9.2 DOKAs 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.

9.3 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.

9.4 DOKA is 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.

9.5 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 ordered services.

9.6 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.

- 9.7 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.
- 9.8 DOKA shall not be responsible for any misuse of DOKAs 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 is 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 DOKAs formwork instructor is not a compensation for manpower to be provided by the Customer.
- 9.9 DOKAs Instructor can provide the following demonstration services:
- 9.9.1 Product awareness of the Customer's personnel on site for the safe formwork operation according to DOKAs drawings & user information, e.g. resetting, repositioning, hydraulic climbing, closing, anchoring, adjustment & alignment; Explaining to the Customer's site team the formwork drawings issued, highlighting safety aspects, important permitted loading criteria & formwork drawings details;
- 9.10 DOKAs 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 DOKAs drawings & user information. Observations will be based on a walk through of all locations where the original DOKAs 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 DOKAs equipment with recommended applications according to DOKAs user information & system design drawings.
- 9.11 DOKAs employees are only authorised to make a statement concerning the compliance of DOKAs design and execution on the job site.
- 9.12 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 DOKAs 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 excepted from this.
- 10 CONCREMOTЕ AND CONCRETE MATURITY MEASUREMENT**
- 10.1 The product Concremote offers real-time measurements of the strength of concrete. The technical basis for the calculation of concrete strength is the weighted maturity method according to de Vree, Arrhenius or Nurse Saul representing the current state of the art. The product allows DOKA to offer the Customer measurement data on the temperature and calculation results on the development of the strength of fresh concrete.
- 10.2 The product CONCREMOTЕ is composed of the Hire of hardware measurement sensors and the required calibration boxes (devices) as well as the analysis of the data collected by each sensor in the course of the measurement (service). These two parts (device and service) 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.
- 10.3 Upon handing over the product to the Customer, the risk for their destruction or damage passes on to the Customer.
- 10.4 As part of delivery, DOKA provides the 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 can be downloaded at any time from our website www.doka.com/concremote and the web portal <http://concremote.doka.com>.
- 10.5 The Customer shall comply exclusively with the specifications included in the delivery, in the user manual on the Concremote web portal/app and DOKA's website. Any use of the devices or the web portal or app contrary to the specifications shall be exclusively at the Customer's own risk and any liability on DOKA's part shall be excluded.
- 10.6 The Customer shall indemnify and hold DOKA harmless against any third party claims for damages resulting from such uses contrary to the specifications made by DOKA.
- 10.7 Should the sensors be damaged when used contrary to the specifications made by DOKA, the Customer shall be obliged to reimburse us for the damage thus incurred. It shall be the Customer's responsibility to prove that the use of the sensors was in accordance with the specifications made by DOKA.
- 10.8 For the entire duration of the contract, DOKA is entitled at any time during regular business hours to inspect and check the devices and the Customer shall obtain any relevant approvals to do so.
- 10.9 The period for charging a Hire fee shall start on the date of the delivery note and shall end on the day on which DOKA has regained custody of the sensors and calibration boxes hired out by DOKA. This will be confirmed in writing on a return delivery note.
- 10.10 The Hire fee is charged in €/piece/day, with the exception of the commodity "lost" sensor parts. The minimum Hire period is 28 days.
- 10.11 After the end of the contract, the Customer shall immediately return the sensors and calibration boxes to DOKA cleaned and fully functional or request a pick up for the sensors and calibration boxes. Once DOKA has regained custody of the sensors and calibration boxes hired out, DOKA will thoroughly check and document their state, in particular their functionality. In case the sensors or calibration boxes are damaged, DOKA is entitled to demand the reimbursement of repair costs or compensation for a loss of value. If it is no longer possible to repair the sensors or calibration boxes, DOKA is entitled to require the Customer to pay the scheduled sales price of the relevant sensor or calibration box plus any costs necessary in order to prove such status (expert opinion etc).
- 10.12 Transportation costs for delivery and pick up of the devices to and from the concrete laboratory and batching plant if required, shall be borne by the Customer.
- 10.13 The Customer can purchase accessories from DOKA such as probes, cables and batteries. Accessories are charged in €/piece. The acquisition of accessories gives rise to a separate purchase agreement. The purchase price will therefore be charged to the customer separately. It is agreed that the purchase of accessories will be subject to DOKA's general terms and conditions.
- 10.14 The Customer can, in addition to the system CONCREMOTЕ, order a detailed training on how the devices and the web portal and app work and how to use and operate them. We offer this additional service for a flat fee, which will be charged together with the sales price or rental and service fee for the CONCREMOTЕ contract. The on-site training service is subject to the general terms and conditions of CONCREMOTЕ. The on-site training is limited to the explanation of the written instructions of DOKA. Therefore we assume no liability for any further information provided by our employees during the on-site training. Notwithstanding the above provisions, DOKA is not responsible for any misuse of the CONCREMOTЕ system. Furthermore, DOKA is not responsible for the individual or position-specific inspection of any system component.
- 10.15 Each device has an individual serial number, as well as an integrated GSM/GPS module. The service of data analysis is provided separately for each individual sensor hired out. The relevant service is therefore always assigned to a serial number. Each device may be located.
- 10.16 The data analysis service is provided via the web portal. 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.
- 10.17 Safety precautions that are in accordance with current technological standards will be applied, but DOKA assumes no liability for any possible issues reasonably beyond our control, including but not limited to virus, hacking and malware.
- 10.18 The Customer can use the web portal as user interface for data input and output. So that the Customer can use the web portal, DOKA first has to activate the Customer (grant write and read privileges to the Customer). Therefore, the Customer needs to fill out an activation data sheet with all required data of users who shall be entitled to access the Web Portal/App and submit this to DOKA. The customer undertakes to comply with applicable data protection laws and regulations, in particular, but not limited to the GDPR. The customer shall indemnify and hold DOKA harmless for any failure to comply with this obligation.
- 10.19 The Customer shall be activated at the beginning of the Hire period. No installation shall be required to use the web portal on the Customer's computer. 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).
- 10.20 It shall be the Customer's responsibility to provide the necessary technical equipment (laptop, PC, etc.) as well as a working Internet connection in order to use the web portal/app.
- 10.21 Any data entered via the web portal are entered exclusively by the Customer. Only after having received a relevant order by the Customer and after having sent a written order confirmation, do DOKA's entries begin. In such a case, we shall immediately inform the Customer thereof in writing. In addition to the Customer, read and write privileges in the web portal are granted only to DOKA and the vicarious agent. If read and write privileges are to be granted to any persons other than those named above, it shall be the Customer's responsibility to grant such privileges.
- 10.22 Any and all transactions in the web portal are registered digitally and are retrievable.
- 10.23 The data collected by an individual sensor can be stored in the sensor for the limited duration of 72 hours. If the data transfer is disrupted, the Customer has to restore operability of the sensor within these 72 hours otherwise, the data in the sensor is lost.
- 10.24 If the battery fails, all data stored in the sensor is lost. Furthermore, the sensor no longer records data. The Customer shall therefore ensure, of its own accord and at its own cost, that the sensors have sufficient battery power at all times.
- 10.25 The Customer shall bear the risk of loss of data due to battery failure or any other error of the device. If the loss of data or another problem in transferring the data causes delays on the construction site, any liability on DOKA's part for any damage, in particular any damage caused by delay, shall be excluded.
- 10.26 The Customer shall regularly check all components for operability and inform DOKA immediately of any technical problems.
- 10.27 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.
- 10.28 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 by DOKA's vicarious agent within approximately 2 hours after having been received successfully. (The response times are provided for information purposes only and do not constitute a binding service level)
- 10.29 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 DOKAs and its vicarious agent as well as the Customer and any persons the Customer authorised to access such results.
- 10.30 The results of the analysis are calculated values based on the measurement data recorded by the sensors 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 as well as the correct use of the sensors. When using Concremote, the Customer shall comply with any and all specifications made in relevant technical standards and guidelines.
- 10.31 Any change of composition, producer, concrete mixing plant or concrete type undertaken after a calibration conducted by Doka shall be exclusively at the Customer's own risk and any liability on DOKA's part shall be excluded. The Customer shall indemnify and hold harmless DOKA against any third party claims for damages resulting from such changes.
- 10.32 If the Customer is responsible for an incorrect definition of the target value, incorrect and/or incomplete data input, wrong calibration of the concrete or incorrect use of the sensor, DOKAs does not assume any liability for the correctness of the result of the analysis in this case. It shall be the Customer's responsibility to prove that the target value was defined correctly, the data was entered correctly and completely, the concrete was calibrated correctly and the sensors were used correctly. The Customer shall immediately check the result of the analysis transmitted by us. If the Customer, when checking the result of the analysis, notices any incorrectness or incompleteness, he shall immediately inform DOKA thereof in writing. If the Customer fails to immediately report such a case any liability on DOKAs 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.
- 10.33 DOKA assumes no liability, in any case whatsoever, for any steps, such as formwork, post-processing or changes in the composition of the concrete, that the Customer takes based on the interpretation of result of the analysis.
- 10.34 If the Customer suffers monetary damage due to an incorrect result of the analysis, DOKA shall be liable only if it can be proven that DOKA or its vicarious agent caused such damage with intent. Any liability for lost profit, consequential damages or lost data shall be excluded. Liability shall be limited to the Hire costs paid by the customer during the duration of the specific project. It shall be the Customer's responsibility to prove who was at fault. Other than that, the relevant statutory provisions shall apply.
- 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, supporting 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.
- 17.2 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.
- 17.3 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, using 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.