

**1. Applicability of these General Terms and Conditions.** (1.1) These General Terms and Conditions of CONCREMOTE® (hereinafter referred to as the "CONCREMOTE T&C") are supplemental to and in addition to Doka Canada Ltd./Ltée's (sometimes hereinafter called "DOKA" or "us" or "we") general terms and conditions (sometimes hereinafter called the "General T&C") and both the CONCREMOTE T&C and the General T&C apply exclusively to the quotation and offer to which these CONCREMOTE T&C are attached, and also to all future business relations between us and the customer (the "Customer"), even if not explicitly referred to. For greater certainty, but without limiting the generality of the foregoing, these CONCREMOTE T&C are an integral part of any and all contracts entered into between us and the Customer in connection with CONCREMOTE® (sometimes hereinafter referred to as the "product"). In the event of any inconsistency between these CONCREMOTE T&C and the terms and conditions of any other contract or other 'terms and conditions' between us and the Customer including, without limitation, the General T&C, these CONCREMOTE T&C shall prevail and supersede all such other terms and conditions. The inclusion of other provision in such other terms and conditions that are not to be found in these CONCREMOTE T&C shall not, in and of itself, be an inconsistency. (1.2) Any subsidiary agreements, supplements or amendments to these CONCREMOTE T&C or any other contract documents must be signed by us and the Customer in writing in order to be binding and enforceable between us and the Customer. (1.3) The Customer waives in full the application of Customer's general terms of business, conditions of purchase or other contractual provisions not expressly agreed to by Doka in writing. (1.4) All documents and other writings relating to CONCREMOTE® and each and every contract between us and the Customer including the entire relationship between us and the Customer, shall be in the English language. The application (the "app") required for the use of CONCREMOTE® and the web portal are only available in English. (1.5) These CONCREMOTE T&C and all contracts and other agreements between us and the Customer shall be subject to the laws of the province in which the Customer advises Doka that it intends to use the CONCREMOTE® measurement devices and to the laws of Canada in such province. Either party may bring any action that arises out of or relates to the Agreement in any court in that province, that has jurisdiction over the subject matter. (1.6) Should a provision or part of a provision of these GTC be or become ineffective or unenforceable, this shall have no effect on the validity of the remaining provisions. In this case, the Customer is obliged to replace the ineffective or unenforceable provision, upon written agreement with us, by a provision whose economic effect comes closest to the purpose intended by the ineffective or unenforceable provision and which is legally effective and enforceable.

**2. Cost estimates, offer and acceptance.** (2.1) We prepare our cost estimates and cost assessments to the best of our ability and based on our then current knowledge. However, we assume no liability for and make no warranty whatsoever for their correctness or completeness. (2.2) Cost estimates or cost assessments are available for a charge, unless otherwise agreed to with the Customer in writing. (2.3) We do not guarantee that our offers are free from typing, calculation and other errors; and the acronym E&OE shall be deemed to be included on the face of all such offers. (2.4) Our offers can only be accepted in writing. They are not binding nor enforceable on us, unless they have been expressly mutually agreed to as binding. (2.5) The offer signed by the Customer is to be sent to and promptly received by us. The contract between us and the Customer comes into effect only if we confirm the order in writing or, alternatively, if we deliver the CONCREMOTE® devices ordered by the Customer to the address specified by the Customer. (2.6) The assertion of error or laesio enormis on the part of the Customer shall be excluded. (2.7) We are not obliged to verify the authority of the Customer's representative responsible for the negotiating or entering into contract, and we may rely on the indoor management rule and the validity of the authority or apparent authority granted of which appears to have been granted to such representative. (2.8) Sale prices are quoted in CAD\$/piece, and for rental items in CAD\$/piece/day, ex works (Incoterms 2010) and exclusive of any and all applicable taxes or costs related to the shipment which include, without limitation, all packing, boxing, cartage, freight, insurance, brokerage, and all taxes, fees, and duties, all of which are the sole responsibility of the Customer.

**3. Description of the services subject to these General Terms and conditions.** (3.1) The CONCREMOTE® system 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: Rental of CONCREMOTE®. The rental option for the CONCREMOTE® system is composed of the following integral parts: rental of measurement devices and the required calibration boxes (sometimes hereinafter individually called a "Device" and collectively called the "Devices"); as well as 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® Application software (the "App") (both including 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 rental product are inseparable and are exclusively offered together as a package. The rental 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. Sale of CONCREMOTE. The sale option for the CONCREMOTE® system is composed of the following parts: the Devices (measurement devices and the required calibration boxes). For an extra (periodically) charge the following services may be offered: 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. These two parts (device/analysis) of the sale product are separable and may be offered together as a package or separately.

**4. Calibration Service.** Both for the rental and sale option of the CONCREMOTE® system, Doka offers to conduct the calibration of the used concrete mixes as an optional service subject to additional fees. We organize 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. 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. The Customer acknowledges and agrees that this technical data will then be submitted to a concrete laboratory technician by Doka for analysis purposes. Insofar as this may entail the processing of personal data kindly consult our Data Privacy Statement at <http://www.doka.com/concremote>. Doka accepts no responsibility for and is fully remised and released from any and all liability for any errors or omissions of the technician, or of the choice of technicians, or of the data given to or the analysis completed by the technician. In addition to our CONCREMOTE® system, we offer accessories for purchase and on-site training.

**5. Measurement Devices.** In the context of the CONCREMOTE® system, we rent or sell measurement Devices to the Customer. These are slab sensors and/or cable sensors. In addition to the Devices, we also provide, rent or sell calibration boxes to the Customer for calibrating the concrete mixes used. Each Device has an individual serial number, as well as an integrated GSM/GPS module. For information on the use of personal data, including possible location data, kindly consult our Privacy Statement. Subject to section 2.8 of these CONCREMOTE T&C, we deliver the ordered Devices to the Customer. As part of the delivery, we provide our Customer with user information on the operation and functioning of the Devices as well as a user manual for the CONCREMOTE® Web Portal and/or App. Above mentioned documents can be downloaded at any time from our website [www.doka.com/concremote](http://www.doka.com/concremote) and the Web Portal <http://concremote.doka.com>. By signing our delivery note (hereinafter called the "delivery note"), the Customer acknowledges receipt of the Devices including the ordered slab or cable sensors, calibration boxes, user information on the operation and functioning of the Devices as well as the user manual for the Web Portal/ App. Upon handing over the Devices and other CONCREMOTE® hardware to the Customer, the risk for their destruction or damage immediately passes on to the Customer and until returned to us (and such return is confirmed in writing by us), remains the sole responsibility of the Customer. The Customer shall comply exclusively with the specifications made in the user information 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 contrary 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 Doka harmless from and against any and all third party claims for damages, losses, costs and expenses resulting directly or indirectly from such uses contrary to the specifications made by Doka.

**6. Rental Conditions.** Should the Devices be damaged when used contrary to the specifications made by us, included in the delivery or published on our website or otherwise, the Customer shall be obligated to reimburse us for all damage thus incurred. In the event of any dispute, it is the sole and exclusive responsibility of the Customer to prove that it used the Devices according to the specifications made by us, whether included in the delivery or published on our website or otherwise. For the entire duration of the contract, we are entitled at any time and from time to 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 (the "Contract Completion Date") on which we confirm that we have regained unrestricted possession of the Devices (including any calibration boxes) rented out by us. We will confirm this time in writing on a return delivery note. Such

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confirmation on a delivery note only confirms receipt, and makes no comment whatsoever regarding the state of repair (or disrepair) or condition of the CONCREMOTE® system. The minimum rental period is one month. After the end of the contract, the Customer shall immediately return the Devices to us cleaned and fully functional. Alternatively, the Customer may request in writing that we pick up the Devices from the Customer, but at the Customer's sole cost and expense. Only once we have regained unrestricted possession of the Devices rented out by us and confirmed this in writing on a return delivery note, will the risk for their destruction or damage pass on to us. Once we have regained possession of the Devices rented out by us, we will thoroughly check and document their state, in particular their functionality. If any of the Devices are damaged, the Customer agrees to indemnify us and to save us harmless from and against all losses, costs, expenses and damages that we incur or suffer as a result of any such damage or destruction to any one or more of the Devices. Additionally, we are entitled to demand the reimbursement of (and the Customer agrees to pay for) all repair costs and we are entitled to be compensated for (and the Customer agrees to pay for) the entire loss of value. If it is no longer possible to repair any one or more of the Devices (in our sole and unfettered discretion), the Customer agrees to pay the scheduled sales price of such unrepairable Device. Transportation costs for delivery and pick up of the Devices, if required, shall be borne by the Customer.

**7. Analysis of data.** The technical data measured by the Devices are transmitted to our computing center via mobile data transmission and analyzed 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 as 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 also provide additional features for the Customer, e.g. forecasts.

**8. Accessories.** The Customer can additionally purchase accessories from us such as probes, cables and batteries. Accessories are charged in CAD\$/piece. The acquisition of accessories gives rise to a separate purchase agreement. The purchase price is therefore charged to the Customer separately. Our General T&C regarding Sale, Delivery and Rent available on <https://www.doka.com/gtc> apply in all such cases.

**9. On-site training.** The Customer can, in addition to the CONCREMOTE® system, order 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 CONCREMOTE® contract. The on-site training service is subject to the CONCREMOTE T&C and is limited to the explanation of the written instructions provided by Doka. We assume no liability whatsoever for any further information provided by our employees, agents or contractors. Notwithstanding the above provisions, Doka is not responsible for any misuse of the CONCREMOTE® system. Furthermore, Doka is not responsible for the individual or position-specific inspection of any system component.

**10. Handling of data analysis / technical support / limitation of liability.** (10.1) The data analysis service is provided via the Web Portal and/or App. We make no representations nor warranties regarding the availability of access to (including connectivity to) the Web Portal or the App. For example, the availability of the Web Portal and/or App may be restricted for due to updates, upgrades, internet outages and maintenance or may be temporarily ceased. We apply safety precautions that are in accordance with current technological standards, but we assume no liability for any possible issues reasonably beyond our control, including but not limited to virus, hacking, malware. The Customer can use the Web Portal and/or App as its user interface for data input and output. In order for the Customer to use the Web Portal and/or App, we first have 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 us. The Customer undertakes to comply with applicable data protection laws and regulations, in particular, but not limited to the GDPR and Canadian privacy laws including PIPEDA. GDPR includes the obligation for the Customer to provide a legitimate reason for the input of user data. Customer shall indemnify and hold Doka harmless from and against any losses, costs, expenses and damages suffered or incurred by Doka resulting from Customer's failure to fulfil and satisfy this obligation. Having received a confirmed data sheet, Customer shall be activated at the beginning of the rental period (see item 6.). No installation shall be required to use the Web Portal on the Customer's internet supported devices. Note that not all smartphones are compatible with our App and the customer is obligated to confirm compatibility prior to entering into any contract with us. 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). (10.2) 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. Note that sufficient speed and strength of signal of the Customer's Internet connection are the sole and exclusive responsibility of the Customer. (10.3) Any data entered via the Web Portal are entered exclusively by the Customer at the Customer's sole and exclusive risk. 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 Doka harmless from and against any losses, costs, expenses and damages suffered or incurred by Doka resulting therefrom. Only after having received a relevant order by the Customer and after having sent a written order confirmation, do we enter data. In such a case, we shall immediately inform the Customer thereof in writing. (10.4) In addition to the Customer, read and write privileges in the Web Portal/App are granted only to us and our agents. In the case Calibration Services (see item 4.) are requested, access is granted to the concrete laboratory technician (Betonlaborant). 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. (10.5) Any and all transactions in the Web Portal/App are registered digitally and are traceable. (10.6) The data collected by an individual Device can be stored in the device for the limited duration of 72 hours. If the data transfer is disrupted, the Customer has to restore operability of the device within these 72 hours. Otherwise, the data in the device are lost. (10.7) If the battery fails, all data stored in the Device are lost and the Device will no longer record data. It is the sole and exclusive responsibility of the Customer to ensure, of its own accord, that the Devices have sufficient battery power at all times. (10.8) The Customer shall bear the sole and absolute risk of loss of data howsoever caused including, without limitation, whether during data transfer, or due to battery failure or any other error of the Devices. If the loss of data or another problem in transferring the data causes delays on the construction site, we have no responsibility for and are not liable for any such delays or any losses or damage flowing from such delays or otherwise. All losses and damages, whether resulting from any data loss or from any error or omission or from any failure to perform all of any part of this contract or otherwise, shall be limited to those reasonably foreseeable and which flow directly from such failure or failure to perform. Notwithstanding anything to the contrary set out elsewhere in this contract, all of our liability to you under the contract and all liability to you and to any other person shall be limited to the amount invoiced for the relevant contract; and we will not be liable to you or to any other person whatsoever for any indirect, incidental, consequential, or punitive damages, including any lost profits, data, goodwill, or business opportunity for any matter relating to this contract. (10.9) The Customer shall regularly check all components for operability at its sole responsibility and account. We have to be informed immediately of any technical problems. (10.10) 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 Customer's competent contact person shall be the Doka contact person. (10.11) Concrefy B.V. is our agent. It is responsible for analyzing 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) The measurement data entered by the Customer in the Web Portal/App – provided that there are no disruptions – are processed, analyzed and made accessible to the Customer via the Web Portal/App by our vicarious agent within approximately 2 hours after having been received successfully (such response times being provided for information purposes only and do not constitute binding service level). (10.13) 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 (sometimes called the "Analytical Results") are accessible only to us, our agent, as well as the Customer and any persons the Customer authorized to access such results. In the case Calibration Services (see item 4.) are requested access is granted to the concrete laboratory technician. (10.14) The Analytical Results are calculated values based on the measurement data recorded by the Devices and entered in the Web Portal/App by the Customer. All usage of CONCREMOTE® and the correctness of all data entered shall be at the sole risk and responsibility of the

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Customer. Without limiting the generality of the foregoing, 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, whether in relevant technical standards and guidelines or elsewhere. (10.15) 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 the Customer releases Doka from all claims, demands, damages and liabilities therefrom. The Customer shall indemnify and hold Doka harmless from and against any losses, costs, expenses and damages suffered or incurred by Doka resulting therefrom. (10.16) We do not assume any liability whatsoever for the Analytical Results or for the operation of CONCREMOTE® or any of its features if the Customer inputs (or is responsible for) an incorrect definition of the target value, or for incorrect and/or incomplete data input, wrong calibration of the concrete or incorrect or careless use of the Devices. In the event of any dispute, it shall be the Customer's sole and exclusive responsibility to prove definitively 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. (10.17) The Customer shall immediately check the Analytical Results transmitted by us. If the Customer, when checking the Analytical Results, notices any incorrectness or incompleteness or any other error or apparent or real inconsistency, Customer shall immediately inform our project manager or Technical Support thereof in writing. If the Customer fails to immediately report such a case in writing to our project manager or Technical Support we shall have absolutely no liability for such Analytical Results whatsoever. In the event of any dispute, it shall be the Customer's sole and exclusive responsibility to prove definitively that it was not possible to notice the incorrectness or incompleteness or any other error or apparent or real inconsistency with the Analytical Results at that time. (10.18) We assume no liability 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 Customer's or other person's interpretation of or use of our Analytical Results or any part of parts thereof, or based on any other features in the Web Portal/App. (10.19) If the Customer suffers monetary or other losses or damages due to an incorrect Analytical Results, paragraph 10.8 shall apply and (without limiting the generality of paragraph 10.8) we shall only be liable if we or our agent or the concrete laboratory technician was grossly negligent. In the event of any dispute, it shall be the customer's sole and exclusive responsibility to prove who was responsible for the incorrect Analytical Results. (10.20) Any and all claims for damages against us shall expire by limitation on the later of 6 months after the damage occurred and 6 months after the existence of the damage and the identity of the party causing the damage become known or ought to have become known. Notwithstanding the generality of the foregoing, any and all claims for damages against us shall expire by limitation on the earlier of the second anniversary of the end of the contract or on the second anniversary of the Contract Completion Date. (10.21) Notwithstanding Clause 10.25, any data and analysis results collected in performing the contract specific to a certain Customer are stored electronically by our agent for backup reasons. We undertake to treat such data confidentially and to protect it from improper dissemination with the same degree of care with which we safeguard our own confidential data, and to not pass any such confidential data on to a third party. Notwithstanding the generality of the foregoing, we are allowed to pass on the data collected to third parties upon the Customer's prior written consent or if ordered to do so by a court of competent jurisdiction. However, we are entitled to use and disclose the collected data to defend ourselves against and assert claims. (10.22) All limitations to our liability apply, mutatis mutandis, to statements made by or to information provided or supplied by our project manager or Technical Support. (10.23) We do not advise on concrete technology. We give no instructions regarding the composition of concrete or the casting of concrete. To the extent that we or Technical Support make any recommendations in this regard, these recommendations shall be gratuitous and without any liability to us and shall not be binding on us. We assume no liability for any such recommendations and all risks associated with using all or any such recommendations shall be solely that of the Customer. (10.24) Any warranty claims of the Customer shall be excluded, if not notified to us without undue delay. (10.25) 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, perpetual and unrestricted license to use such information.

**11. Payment conditions, prohibition to offset and assign claims.** (11.1) In the event of rental, we charge our Customers for services rendered by way of a monthly invoice. The invoices may be issued electronically at our sole discretion. In the event of sale of our CONCREMOTE system, Calibration Services, Accessories or On-site Training we charge our Customers by way of a single invoice. For additional services rendered we charge by way of a periodic invoice. All of our invoices are payable without any deductions, abatements or set-offs whatsoever within 14 days from receipt of the invoice. (11.2) When making bank transfers, the Customer shall be solely responsible for the risk of loss or delay, irrespective of the person or persons responsible for the loss or delay. (11.3) Any and all costs and expenses, in particular discount charges and currency exchange fees, shall be borne by the Customer. (11.4) Payments may be made with debt-discharging effect only to the bank account stated by us in the relevant invoice. (11.5) All invoices bear interest at 18% per annum commencing on the 14th day after the invoice is issued by us. Irrespective of fault, the Customer agrees to reimburse us for all demand and debt collection actions and proceeding including, without limitation, all of our costs and expenses and all legal fees and disbursements and taxes (on a full indemnity basis) incurred in connection with the collection of unpaid amounts invoiced. We reserve the right to assert damages exceeding such amounts and to discontinue any services rendered. (11.6) We may terminate any contract with you without further notice to you if you fail to pay in full any invoice issued by us within 7 days following our issuing a demand for payment from you. If we terminate the relevant contract, the Customer shall reimburse us for any and all costs and expenses that we have incurred up to that point, irrespective of whether they have been invoiced or not. (11.7) In case we granted rebates or discounts, these shall be subject to the condition precedent of timely and complete payment of the relevant invoice issued by us. (11.8) We are not bound by any allocation of payments received from the Customer. Any payments allocated by the Customer for specific purposes may, in our sole and unfettered discretion, be applied firstly towards our cost and expenses, if any, and then towards the reduction of interest and then applied towards the Customer's debt that has been outstanding the longest, unless we expressly agree to the allocation made by the Customer. 5.9 Any claims that the Customer may have against us, may only be assigned to third parties upon our prior written consent.

**12. Contract period and rights to withdraw.** (12.1) The contractual relationship shall come into existence when our offer is accepted in writing and shall end after the agreed time period or on the day when the Contract Completion Date, without the need for any further explanation. (12.2) We are entitled to terminate the relevant contract (without giving reasons for so doing) on the last day of each month subject to a written notice period of at least 14 days. (12.3) To the extent that an unlimited contract period has been agreed, the Customer is entitled to terminate the relevant contract (without giving reasons for so doing) on the last day of each month subject to a written notice period of at least 14 days. If a limited contract period has been agreed, the Customer is not entitled to terminate such contract except after our material default and after giving us at least 14 days' prior written notice of its intention to do so (which notice must specify in reasonable detail the default complained of and the steps required to be taken by us in order to rectify such default).

**13. 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 make Doka's Privacy Statement available at <http://www.doka.com/concremote> to the attention of all persons to whom 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.

**14. Indemnity by Customer.** Customer agrees to indemnify and hold us harmless against any loss or damages incurred by us for any and all claims arising from or connected to the use of Devices or other product or CONCREMOTE® or the Analytical Results whether by you and your agents, employees, assigns, or any subcontractors, except where such claims arise or are caused by our sole gross negligence. Damages as referred to herein shall include any monetary damages, court costs, legal fees on a full indemnity basis and any other costs or damages suffered or incurred by us arising from, or in connection with, claims made as described in this paragraph.

**15. Warranties.** (15.1) We expressly warrants to you that, with respect to product including Devices sold by us, as of the date of shipment (a) the products will comply with the description set forth herein and (b) that such products will be of good workmanship and quality and free from defects in material and workmanship under normal use and service. If any inherent defects in design, workmanship or materials shall be discovered by you and you give us a detailed written notice of such defects within the later of five business days of first use or inspection of such products or within five business days of delivery of such products to you, we shall, at our option, either repair or replace such items at its own expense, F.O.B. our closest

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warehouse to you. You may not make any repairs or alterations to the product or Devices without our express written consent. These warranties shall not apply if the product or Devices have been rented by us or if the product or Devices are subjected to other than normal and proper installation, operation, and maintenance in conformity with normal industry practice or instruction provided by us or to unauthorized repair or alterations. With respect to components and parts not fabricated by us, our warranty obligation shall, in all respects, conform and be limited to the warranty actually extended to us by its supplier. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE NOT SPECIFIED HEREIN, RESPECTING THIS AGREEMENT OR DEVICES OR EQUIPMENT PURCHASED OR RENTED HEREUNDER. The aforementioned repairs by us shall constitute the sole remedy to you and our sole liability whether on warranty, contract or negligence. (15.2) We shall assign to you all manufacturer's warranties for goods not manufactured by us, and shall take all reasonable steps as required by such third party manufacturers to effect assignment of such warranties to you.

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