

GENERAL TERMS AND CONDITIONS OF CONCREMOTE®

(As of August 2019)

1. Applicability of these CONCREMOTE GTC

1.1 Doka USA, Ltd.'s ("Doka") General Terms and Conditions of Sale, Rental and Delivery entitled "Doka USA, Ltd. – General Terms and Conditions" v. 2019.05.17 (hereinafter "Doka GTC") apply to the Agreement, and are hereby supplemented by these General Terms and Conditions for CONCREMOTE (hereinafter referred to as "CONCREMOTE GTC"). In the event of a conflict between these CONCREMOTE GTC and the Doka GTC, the terms contained in these CONCREMOTE GTC shall prevail.

Unless otherwise agreed in writing the CONCREMOTE GTC apply exclusively to the Agreement and to all future business relations between Doka ("us" or "we") and the customer ("Customer") involving CONCREMOTE even if they are not explicitly referred to in a subsequent agreement. These CONCREMOTE GTC are an integral part of any and all contracts concluded between Doka and the Customer in connection with the CONCREMOTE system.

1.2 Any subsidiary agreements, supplements or amendments to these CONCREMOTE GTC or any other contract documents shall be mutually agreed to, in writing signed by both parties, in order to take effect.

1.3 The Customer waives in full the application of its general terms and conditions, conditions of purchase or other contractual provisions transmitted to Doka at any time which are not expressly agreed to by Doka in writing.

1.5 Any and all terms and definitions used in these CONCREMOTE GTC or in other contract documents shall have their plain and ordinary meaning and be interpreted according to the laws of the State of New Jersey.

1.6 Should a provision or part of a provision contained in these CONCREMOTE GTC be or become invalid as a matter of law, such invalidity shall have no effect on the validity of the remaining provisions contained herein. In the event that a provision or part of a provision be or become invalid as a matter of law, the Customer is obligated to replace the ineffective provision, upon written agreement with Doka, with a provision whose effect comes closest to the purpose intended by the ineffective provision and which is legally permissible.

2. Cost estimates, offer and acceptance

2.1 Doka prepares cost estimates and cost assessments to the best of Doka's knowledge. However, Doka assumes no liability or warranty for their correctness or completeness.

2.2 Doka prepares cost estimates or cost assessments in exchange for payment, unless otherwise agreed with the Customer in writing.

2.3 Doka does not guarantee that offers are free from typing, calculation and other errors or omissions.

2.4 Doka's offers can only be accepted in writing. Doka's offers are not binding, unless and until they have been signed by both parties.

2.5 The offer signed by the Customer is to be sent to Doka. The contract between Doka and the Customer becomes effective only after Doka countersigns the contract. The order shall be deemed to have been confirmed if Doka delivers the devices ordered by the Customer.

Doka

2.8 Prices are quoted in US Dollars/piece, in case of rental in US Dollars/piece/day, ex works (Incoterms 2010) and exclusive of any and all applicable taxes or costs related to the shipment, including without limitation, all packing, boxing, cartage, freight, insurance, brokerage, and all taxes, fees, and duties, all of which are to be carried by the Customer.

3. Description of the services subject to these CONCREMOTE GTC

3.1 The CONCREMOTE system offers real-time information about the compressive strength of concrete based on the temperature of the concrete. The system is offered to the Customer on the following bases:

3.1.2 Rental of CONCREMOTE

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

- Rental of measurement devices and the required calibration boxes (together "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 App (the "App") (both incl. several features including but not limited to forecasts), availability of the support desk and the transfer of data between the devices and the Web Portal/App.

These two parts of the product are inseparable and are exclusively offered together as a package. The product CONCREMOTE is an indivisible package product. It is not possible for the Customer to withdraw (partly) from the contract with regard to any one part of the product.

3.1.3 Sale of CONCREMOTE

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

- Measurement devices and the required calibration boxes (together "Devices")

For an extra (periodic) 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 including but not limited to 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 product are separable in the purchase context and may be offered together as a package or individually.

3.1.4 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. Doka will 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 (*Betonlaborant*) by Doka for analysis purposes. Insofar as this may

entail the processing of personal data the Customer is directed to consult our Data Privacy Statement which can be found at <http://www.doka.com/concremote>.

Doka 3.2 Measurement devices

3.2.1 In the context of the CONCREMOTE system, Doka rent or sell measurement devices to the Customer. These are slab sensors and/or cable sensors. In addition to the devices, Doka also provide, rent or sell calibration boxes to the Customer for calibrating 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, consult our Privacy Statement referenced in section 3.1.4.

3.2.2 Doka shall deliver deliver the ordered Devices. As part of the delivery, Doka shall provide the Customer with operating instructions on the operation and functioning of the Devices as well as a user manual for the Web Portal and/or App. The aforementioned documents can be downloaded at any time from Doka's website www.doka.com/concremote and the Web Portal <http://concremote.doka.com>.

3.2.3 By signing Doka's delivery note, the Customer confirms that it has received the ordered slab or cable sensors, calibration boxes, operating instructions on the operation and functioning of the Devices as well as the user manual for the Web Portal/ App.

3.2.4 Upon handing over the Devices and other CONCREMOTE hardware to the Customer, the risk for their destruction or damage passes on to the Customer.

3.2.5 The Customer shall comply exclusively with the specifications made in the operating instructions 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 Doka, included in the delivery and/or published on our website, shall be exclusively at the Customer's own risk and any liability on Doka's part shall be excluded. The Customer shall defend, indemnify and hold harmless Doka from and against any third party claims for damages resulting from such uses that are contrary to the specifications made by Doka.

3.3 Rental Conditions

3.3.1 Should the Devices be damaged when used contrary to the specifications made by Doka, included in the delivery and/or published on our website, the Customer shall be obliged to reimburse Doka for all costs to replace the damaged Device and any and all additional damages incurred by Doka. The Customer's shall have the burden to prove that the Customer used the Devices according to Doka's specifications and negating the duty to defend, indemnify and hold harmless. .

3.3.2 For the entire duration of the contract, Doka is entitled to inspect and check our Devices at any time during regular business hours and the Customer shall obtain any relevant approvals to do so.

3.3.3 The period for charging a rental fee shall start on the date of the delivery and shall end on the day on which Doka has regained unrestricted custody of the Devices and calibration boxes rented out by us. Doka will confirm the end date of the rental period, in writing, on a return delivery note. Such confirmation shall only confirm receipt of the Device and shall not certify or assess the condition of the CONCREMOTE system. Doka reserves the right to inspect the Devices and charge Customer for all costs of repair or replacement.

The minimum rental period is one month (28 days).

3.3.4 After the end of the contract, the Customer shall immediately return the Devices cleaned and fully functional.

3.3.5 Only once Doka has regained unrestricted custody of the Devices and confirmed this in writing on a delivery note, the risk of loss passes to Doka.

3.3.6 Once Doka has regained custody of the Devices, Doka will thoroughly check and document their condition, in particular their functionality. In the event that the Devices are damaged, the Customer shall reimburse Doka for all repair costs to return the damaged Devices to good and working condition. If it is no longer possible to repair the Devices by applying economically reasonable means, the Customer shall pay to Doka the scheduled sales price of the relevant Devices plus any costs necessary in order to prove such costs (including but not limited to attorney's fees and expert opinions).

3.3.7 Transportation costs for delivery and pick up of the Devices, if required, shall be borne by the Customer.

3.4 Analysis of data

The technical data measured by the Devices are transmitted to our computing center via mobile data transmission and analysed based on 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 (including but not limited to other customer's devices, previous measurements, etc.). This analysis of data from Devices is strictly limited to technical information relating to the Customer's project and does not include personal aspects relating to the respective user. Insofar personal data of the user are processed (e.g. time and location of login into the Web Portal or App) they merely constitute an unavoidable by-product, not the object of processing. For more information see our Privacy Statement a link to which can be found in Section 3.1.4.

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. Doka's system allows Doka 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 provides additional features for the Customer, including but not limited to forecasts.

3.5 Accessories

The Customer can also purchase accessories from Doka such as probes, cables and batteries. Accessories are charged in US Dollars/piece. The purchase of accessories shall be made pursuant to a separate purchase agreement and the purchase price shall be charged separately.

3.6 On-site training

The Customer can, also order a detailed training on how the Devices and the Web Portal and App work and how to use and operate them. Doka offers 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 GTC. The on-site training is limited to the explanation of the written instructions issued by Doka. Doka assumes no liability for any further information provided by our employees. 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.

4. Handling of data analysis / technical support / limitation of liability

4.1 The data analysis service is provided via the Web Portal and/or App. Doka does not warrant persistent availability of the Web Portal or App or a concrete percentage rate thereof. Availability of the

Web Portal and/or App may be restricted for certain reasons including but not limited to updates, upgrades, internet outages and maintenance or may be temporarily ceased.

Doka applies safety precautions in accordance with current technological standards, but Doka assumes no liability for any possible issues beyond our control, including but not limited to virus, hacking, and/or malware.

The Customer can use the Web Portal and/or App as a user interface for data input and output. In order for the Customer to use the Web Portal and/or App, the Customer must fill out an activation form with all required user data for all required users and submit to Doka for activation (i.e. granting of write and read privileges). The Customer undertakes to comply with applicable data protection laws and regulations, in particular, but not limited to the GDPR. This includes the obligation for the customer to provide a legitimate reason for the input of user data. Customer shall defend, indemnify and hold Doka harmless for any failure to so comply with applicable data protection laws and regulations, including but not limited to the GDPR, and the obligation to provide a legitimate reason for the input of user data. Having received a confirmed activation form, Customer's account shall be activated at the beginning of the rental period (see item 3.3.3). No installation shall be required to use the Web Portal on the Customer's internet supported devices. Customer shall solely be responsible for maintaining the confidentiality and security of the User ID(s) and password(s) provided by Doka for the use of the Web Portal/App, 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).

4.2 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.

4.3 Any data entered via the Web Portal shall be exclusively entered by the Customer. The Customer is solely responsible for entered data. Customer shall solely be responsible for all claims, liabilities, losses, or damages resulting from information or data it, or its authorized users, enter into the Web Portal/App and shall defend, indemnify and hold harmless Doka with respect to all such claims, liabilities, losses or damages. Only after having received a relevant order by the Customer and after having sent a written order confirmation, will Doka enter data. In such a case, Doka shall immediately inform the Customer thereof in writing.

4.4 In addition to the Customer, read and write privileges in the Web Portal/App are granted only to Doka and our vicarious agent. In the case Calibration Services (see item 3.1.4) 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.

4.5 Any and all transactions in the Web Portal/App are registered digitally and are retraceable.

4.6 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 is lost.

4.7 If the battery fails, all data stored in the device is lost and the device will not record new data. The Customer shall be solely responsible for ensuring that the devices have sufficient battery power at all times.

4.8 The Customer shall bear the risk of loss of all data, in particular if data is transferred, due to battery failure or any other error of the device. Doka shall not be liable in the event that the loss of data or another problem in transferring the data causes delays on the construction site, any liability on our

part for any damage, in particular any damage caused by delay. The Customer shall defend, indemnify, and hold Doka harmless for any claims, losses, and/or damages arising out of any such delay.

4.9 The Customer shall be solely responsible for regularly checking all components for operability. Doka shall be informed immediately of any technical problems. In the event that Customer fails to immediately inform Doka of a technical problem, Customer waives all claims against Doka arising out of such technical problem.

4.10 The general contact person for the Customer is Doka's 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.

4.11 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.

4.12 The measurement data entered by the Customer in the Web Portal/App – provided that there are no disruptions – are processed, analysed and made accessible to the Customer via the Web Portal/App by our vicarious agent.

4.13 The results of the analysis are accessible only to us, our vicarious agent as well as the Customer and any persons the Customer authorised to access such results. In the case Calibration Services (see item 3.1.4) are requested access is granted to the concrete laboratory technician.

4.14 The results of the analysis are calculated values based on the measurement data recorded by the Devices and entered in the Web Portal/App by the Customer. 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 comply with any and all specifications made in relevant technical standards and guidelines.

4.15 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 any liability on Doka's part shall be excluded. The Customer shall defend, indemnify and hold harmless Doka against any third party claims for damages resulting from such changes.

4.16 If the Customer is responsible for an incorrect definition of the target value, incorrect and/or incomplete data input, wrong calibration of the concrete or incorrect use of the devices, Doka does not assume any liability for the correctness of the result of the analysis. It shall be the Customer's burden to prove that the target value was defined correctly, the data was entered correctly and completely, the concrete was calibrated correctly and the devices were used correctly.

4.17 The Customer shall immediately check the result of the analysis transmitted by Doka. If the Customer, when checking the result of the analysis, notices any incorrectness or incompleteness, the Customer shall immediately inform Doka's project manager or Technical Support thereof in writing. If the Customer fails to immediately report such a case to our project manager or Technical Support, Doka shall have no liability for any losses or damages arising out of any such incorrectness or incompleteness. The Customer shall have the burden to prove that it was impossible to notice the incorrectness or incompleteness at the time it occurred and, therefore, that notice was impracticable.

4.18 Doka assumes no liability, in any case whatsoever, for any steps, such as formwork, formwork removal, post-processing or changes in the composition of the concrete, that the Customer takes based on the interpretation of the results of the analysis and based on any further features in the Web Portal/App.

4.19 If the Customer suffers monetary damage due to an incorrect result of the analysis, Doka shall be liable only if Customer can prove that Doka, our vicarious agent or the concrete laboratory technician intentionally caused such damage. Doka shall not have any liability for damages or losses including but not limited to lost profit, consequential damages or lost data. It shall be the Customer's burden to prove who was at fault.

4.20 In no event shall Doka be liable for losses or damages in excess of the amount invoiced and actually paid by Customer under this Agreement.

4.22 Any and all claims for damages against Doka shall be brought within 6 months after the damage occurs and the party causing the damage become known, or should have become known, and in no event more than two years after the end of the contract term.

4.23 Notwithstanding Clause 4.27, any data and analysis collected in performing the contract specific to a certain Customer will be backed up and stored electronically by our vicarious agent. Doka undertakes to treat such data strictly confidentially and to not pass such data on to third parties. However, Doka is entitled to use the collected data to defend itself against any and all claims.

4.24 Doka's liability exclusively covers statements made or information provided by our project manager or Technical Support.

4.25 Doka does not advise on concrete technology nor will it give instructions regarding the composition of concrete or the casting of concrete. To the extent that Doka or Technical Support makes any recommendations with regard to concrete technology, concrete composition or concrete casting, the Customer accepts and acts on these recommendations at its own risk and Doka shall not assume any liability for any claim, loss, or damage arising out of such recommendations.

4.26 The Customer shall notify Doka of any warranty claim within a reasonable time after the basis for such claim was discovered, or reasonably should have been discovered. If Customer fails to so notify Doka within a reasonable time after discovery, Customer waives all rights and remedies with respect to such warranty claims.

4.27 Any and all data and analysis 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, except for personal data, shall become Doka's sole property and Doka reserves any and all rights therein. Doka is free to use, combine, modify and treat such information in any way for any commercial or non-commercial purpose. To this end, and insofar as the Customer holds any rights in such data, the Customer grants Doka a world-wide, non-exclusive, royalty-free, perpetual and unrestricted license to use such information.

5. Payment conditions, prohibition to offset and assign claims

5.1 In the event of rental, Doka shall charge the Customer for services rendered on a monthly basis. Our invoices are payable within 14 days from the Customer's receipt of the invoice. At Doka's sole discretion, the invoices may be issued electronically.

5.2 In the event of sale of the CONCREMOTE system, Calibration Services, Accessories or On-site Training Doka shall charge the Customer in a single invoice which is payable within 14 days of the Customer's receipt of the invoice. For additional services rendered Doka shall charge the Customer in a periodic invoice.

5.3 The Customer shall pay invoices in a timely manner so that the amount invoiced is received by Doka on or before the due date. When making bank transfers, the Customer shall bear the risk of loss or delay, irrespective of in whose sphere the relevant loss or delay occurs.

5.4 Any and all costs and expenses, in particular discount charges and currency exchange fees, shall be borne by the Customer.

5.5 A service charge of one and one-half percent (1.5%) per month, simple interest, will be imposed on the unpaid balance of overdue accounts. Irrespective of fault, the Customer shall be obliged, for each case of default, to reimburse Doka for all dunning, collection, investigation and information costs and legal fees incurred in connection with the collection of unpaid amounts. Doka reserves the right to assert damages exceeding such amounts and to discontinue any services rendered in the event of non-payment or the Customer's failure to pay invoices in full by the due date.

5.6 If the Customer fails, neglects, or refuses to pay the outstanding balance within seven days of Doka's written notice of default, Doka shall be entitled to immediately terminate the Agreement and the Customer shall reimburse Doka for any and all expenses incurred through the date of termination and all costs associated with collection following termination, including reasonable attorney's fees.

5.7 If Doka grants rebates or discounts, timely and complete payment shall be a condition precedent to receipt of such rebate or discount.

5.8 All payments shall be allocated first to costs incurred by Doka to collect any outstanding balances, if any, then to outstanding interest and then to the Customer's outstanding balance, beginning with the oldest invoice.

5.9 The Customer shall not offset any of our claims with debts or judgments owed with respect to other contracts or agreements between the Parties.

5.10 The Customer shall not assign any claims it may have against Doka to any third party without Doka's prior written consent.

6. Contract period and rights to withdraw

6.1 This Agreement shall become binding on the parties upon execution of the Agreement by both parties. This Agreement shall terminate after the agreed time period, on the day when the Devices and calibration boxes are returned or after termination by either party pursuant to the terms of this Agreement.

6.2 Doka is entitled to terminate the Agreement, with or without cause, upon 14 days written notice to the Customer.

6.3 To the extent that an unlimited contract period has been agreed to, the Customer is entitled to terminate the Agreement, with or without cause, upon 14 days written notice to Doka. If a set contract period has been agreed to, the Customer is entitled to terminate the Agreement for good cause shown upon 14 days written notice to Doka. In the event that the Customer terminates the Agreement, with or without cause, the Customer shall be liable for all costs and expenses incurred by Doka up to and including the date of termination. In the event that the Customer fails to return the Devices and/or calibration boxes prior to the date of termination contained in its written notice of termination to Doka, the Customer shall be liable for all costs and expenses incurred through the date the Devices and/or calibration boxes are returned to Doka. In addition to costs incurred through the date of termination or return, whichever is later, the Customer shall be liable to Doka for any and all repair or replacement costs for damaged, destroyed and/or unreturned material.

7. Choice of law and exclusive jurisdiction

7.1 The contractual relationship between Doka and the Customer shall be subject to jurisdiction and venue in State or federal court in New Jersey and the Agreement shall be interpreted according to the laws of the State of New Jersey without regard to its conflict-of-law rules.

7.2

8. 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 GDPR and undertakes to comply with the provisions applicable to it.

The Customer warrants that it will bring Doka's Privacy Statement, available at <http://www.doka.com/concremote>, to the attention of all natural persons it requests that Doka provide access rights to the Web Portal and/or App, and/or who's personal data may otherwise be transferred to Doka and shall defend, indemnify and hold harmless Doka for any failure to comply with this obligation.

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