

Sales Terms and Conditions CAM&CARIBBEAN (DPAN)

Created by: Pedro-Ricardo Da Silva

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**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY****1. General**

1.1. These General Terms and Conditions of Sale and Delivery (GTCS) are an integral part of all agreements (i.e.: sales, delivery and rental agreements as well as contracts regarding planning and projection services) between the Customer (hereinafter referred to as the "Customer") and Doka Panama, S.A., a corporation registered under the laws of the Republic of Panama, under File 605713(S), of the Commercial Section of the Public Registry of Panama, as seller or contractor of the work (hereinafter referred to as the "Seller").

1.2. Upon acceptance of an offer from the Seller or upon placing an order, as well as by sending an offer to the Seller, the Customer shall expressly recognize the unrestricted validity of these GTCS and shall relinquish in full the application of his general terms of business or conditions of purchase.

1.3. The Customer shall be obliged to maintain confidentiality in respect of the content of the agreements concluded or which are to be concluded between the Customer and the as well as the negotiations between them, even if no agreement is reached. This shall also apply to all information provided for the Customer by the Seller during the negotiations and bidding, and for a period after the termination of these Agreement or, if applicable, if the contractual negotiations were suspended.

1.4. The Customer hereby expressly consents to its data being used exclusively by the Seller and/or affiliated group companies for advertisement of similar products or services of the Seller. This consent may be withdrawn at any time. Data will not be passed on to third parties.

2. Termination of the Agreement

2.1. Offers from the Seller are not binding insofar as they are not expressly designated as binding.

2.2. Orders from the Customer must be accepted in writing by the Seller to be valid. In the absence of an order confirmation, the collection and/or delivery of the equipment shall be deemed a confirmation of agreement.

2.3. All amendments, changes and additions from or to these terms of business require the express written confirmation of the Seller.

2.4. Declarations which are submitted by employees of the Seller or other persons employed by the latter are only valid insofar as they are confirmed by the Seller in writing.

3. Price and Terms of Payment

3.1. The Seller's prices are net prices, unless otherwise stated: they do not include any taxes and are quoted ex works (EXW), excluding, among others, packaging, carriage, insurance and customs duties and taxes.

3.2. The period for the payment of the total purchase price as established in the Offer will begin upon delivery of the invoice, without deduction, irrespective of when the goods are received or checked.

3.3. The Seller may send digital copies of the invoices. In such cases, the invoices shall be deemed to have been served as soon as the Customer can have access or knowledge of them, under ordinary circumstances (i.e.: e-mail receipt).

3.4. Bills of exchange shall only be accepted if agreed in written by the Seller, and in such cases only when the payment is collected. Payment shall not be deemed effected before the day on which the

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Seller can dispose of the amount credited to its account. All fees and charges, especially discounts and compensations from the bills of exchange shall be borne by the Customer.

3.5. In the event of late payments, and irrespective of fault, the Customer shall undertake to pay interest on arrears of 10% per year. The Customer shall further have to reimburse the Seller for all costs and expenses associated to the debt collection and legal action. This compensation shall not limit any other claim for damages and lost profit of the Seller.

3.6. To the extent that the Customer was granted special terms such as discounts, it is agreed that such discounts shall cease to apply in the event of default and shall then be invoiced by the Seller.

4. Reservation of Title

4.1. All deliveries by the Seller shall be effected with reservation of title. The goods supplied shall remain the property of the Seller until the purchase price and extra charges are paid in full. Goods are deemed to include all tangible and intangible goods, especially also documents, planning services and software. If the Customer owns other Doka material also present on the building site, such material shall be sufficiently marked so it can be clearly distinguished from material under reservation of title.

4.2. The reservation of title shall also extend to products arising from the processing of goods supplied by the Seller. If the goods are processed, combined or mixed, the Seller shall acquire the ownership of the products proportionally to the value of the delivered goods over the value of the newly created good.

4.3. The Customer shall not be allowed to mix the equipment with objects of the same kind but procured from other sources, unless clause 4.1 has been complied with. The Customer shall have to prove which of the mixed objects are objects procured from other sources owned by the Customer.

4.4. The Customer shall not be allowed to transfer or grant a reservation of title of the delivered goods under reservation of title to third parties as a pledge or security by way of the transfer of ownership, lien or to dispose them in any other way for the benefit of third parties. The resale of the goods subject to reservation of title is only permitted with the express written consent of the Seller.

4.5. Any and all accounts receivable arising from a resale of the goods under reservation of title in favor of the Seller effected in violation of Clause 4.5 are hereby assigned by the Customer to the Seller as payment method. The Customer shall make the corresponding notes in its books and in its accounts receivable and shall, upon request of the Seller, disclose to the Seller the names and addresses of its purchasers as well as the balance and amount of any accounts receivable arising from the resale and to inform its purchasers of the assignment. Any profit received by the Customer from the resale of the goods under reservation of title shall be transferred to the Seller without delay.

4.6. In the event that the goods subject to reservation of title are pledged, compromised, subject to embargo, or otherwise used by third parties, the Customer shall be obliged to assert the right of ownership of the Seller and to notify the Seller without delay in writing. The Customer shall reimburse the Seller for all costs which arise in connection with safeguarding his right of ownership. The Customer shall provide the Seller upon the latter's request with all documents necessary for safeguarding and implementing the right of ownership.

4.7. In the event of payment default of the Customer, the goods subject to reservation of title shall be returned to the Seller immediately upon request from the same. Insofar as the Customer does not comply with this request immediately, the Seller shall be entitled to collect the goods subject to reservation of title. In any case, the Customer shall bear the costs and risk of transportation of the goods to the Seller. The return or collection of the goods in this respect does not imply the termination of the Agreement. The Seller is entitled to sell the recovered goods elsewhere and to offset the profits against his claims on the Customer. The Customer shall be advised of the intended resale and the amount of

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the sale price and has the option of identifying other customers to the Seller, who would acquire the goods within four (4) weeks under the terms announced or under terms more favorable to the Seller.

5. Delivery

5.1. Delivery periods and dates announced by the Seller are approximate and are always ex works (EXW). Should the delivery date or delivery period be delayed by more than two weeks for reasons other than those mentioned under Clause 5.3, the Customer can withdraw from the agreement if the Seller fails to comply with a new delivery term, notified by the Customer in written, of at least two additional weeks. A partial default by the Seller shall only entitle the Customer to a partial withdrawal accordingly from the agreement. Additional claims of the Customer are excluded unless the Seller acted with wilful intent or blatantly gross negligence.

5.2. The delivery is on time if the goods are made available for dispatch on the delivery date or by the end of the agreed delivery period at the Seller's warehouse or, insofar as dispatch by the Seller is agreed in writing, if dispatch has commenced by this date.

5.3. Neither party shall be responsible for failing to comply with any obligation of this Agreement (except for any payment obligation) as a result of a force majeure event, including, but not limited to, any unforeseeable circumstance, outbreak, any type of epidemic or pandemic or infectious or virulent disease/infection and any other action taken by any government or public authorities in response to any of these, any act of war or terrorism, hostilities (whether a war is declared or not), invasion, extensive military movement, any special operation performed by any armed forces (including, but not limited to, regular military forces or any other armed force), any act from a foreign enemy, strikes, closures, riots, any shortage of workforce, damage or malfunctioning, data loss due to power supply failure or mechanical difficulties with the data storage or recovery systems, labor difficulties, civil unrest, disturbance, revolutions, rebellions, any type of quarantine, natural disasters, flooding, fire, embargo, boycott, insurrection, explosion, shortage of gas, fuel or energy, computer attack, piracy, transport interruption, governmental actions or orders, change of law, unforeseeable accidents, failure to comply of any supplier, contractor or subcontractor. If a force majeure event occurs, the affected party will have the right to postpone the execution of any offer and/or the Agreement in the totality required to be executed, in such measures and for the time that such party is prevented to perform its obligations as consequence of the force majeure event. If such a circumstance arises, the affected party shall do its best efforts to notify the other party as soon as possible and to mitigate the consequences of the force majeure event. If the impossibility of performing its obligation of the affected party continues for a period of more than 6 months, any party may terminate the Agreement through a notice, which shall have immediate effect once received. Such termination shall not release the party of its payment obligations of any accrued amount or amount that is otherwise due for products or services rendered before the termination.

5.4. The Customer shall accept delivery of the goods without delay, unless they show material defects. Any additional costs incurred by the Seller based on delayed acceptance shall be borne by and invoiced to the Customer.

5.5. For the duration of the delay of the Customer in paying invoiced amounts due, interest on arrears and/or charges, the Seller shall not be obliged to make any further deliveries.

5.6. The Customer shall be obliged to accept partial deliveries from the Seller.

6. Documents and Software

The Customer is not entitled to use documents provided by the Seller (i.e. blueprints, drawings, projects, documents, etc.) 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.



7. Bearing the Risk and Dispatch

7.1. The risk of loss and damage to the goods shall pass to the Customer as soon as the goods are actually made available by the Seller for dispatch. Insofar as dispatch by the Seller has not been agreed, the Customer shall ensure collection of the goods.

7.2. The dispatch or carriage of the goods shall be effected in all cases at the risk and costs of the Customer, even if the transport is carried out and/or organized by the Seller or if the transport is paid by the Seller or if no agreement on the transport is made.

7.3. The Customer must give notice to the Seller and to the carrier of any damage having occurred during transport. Transport insurance shall only be taken out if expressly ordered and paid for by the Customer.

8. Warranty and Liability

8.1. The Customer is obliged to inspect the goods for proper quality without delay and to notify the Seller of any defects immediately in writing, within eight (8) calendar days at the latest upon delivery of the goods/services and before processing or using them, with an accurate description of the faults. This shall also apply to insufficient deliveries. The Seller must be notified in any event of defects detected at a later time at the latest within the same eight (8) calendar days period. In case defects are not notified in time, the goods/services shall be deemed approved even with respect to such defects. Without prejudice to the notice, any warranty claims must be claimed within six (6) months from the date of delivery/rendering of services.

8.2. Notification of the defects shall not release the Customer from its payment obligation. It is a condition of the warranty of the Seller that the Customer has met all obligations, especially its payment obligations and has specified and advised the defects on time.

8.3. The warranty period is six months. The Seller is entitled to rectify defects and/or damages at his option by replacement or improvement within a reasonable period. As long as the Seller makes use of this right, the Customer has no right of cancellation, price reduction or monetary compensation.

8.4. Further processing or editing of the goods by the Customer or by third parties (other than the Seller) and/or use of the goods by third parties to whom the Customer has made available the goods shall lead to warranty being excluded.

8.5. Should the Customer refuse to accept the delivered goods contrary to its obligation under clause 5.4., it shall ensure that the goods are properly unloaded, stored and held at the Seller's disposal.

8.6. In negotiations about notices of defects the Seller does not waive the right to claim that the defect was notified late or not in sufficient detail.

8.7. The Seller shall only be liable if the Customer is able to prove that the Seller acted with blatantly gross negligence or willful intent; this shall not apply to personal injury. Any other liability is excluded, including compensation for lost profit, damage to property and losses of the Customer based on the claims of third parties against the Customer. The Seller is not liable either insofar as permissible under applicable laws, for loss of or damage to data. The Customer shall estimate any claims for damages within six months of knowledge of the damage and the party who caused the damage, but not later than within two years of delivery by the Seller.

8.8. The Seller is only liable for the faults of his authorized agents insofar as the latter are incorporated into the operational organization of the Seller. Liability of the Seller is therefore excluded also especially for the fault of his suppliers or of carriers.

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8.9. To the extent permitted by the applicable laws with respect to the warranty of products, the liability of the Seller or of his suppliers and subcontractors is excluded for damage to property which a business owner suffers.

8.10. The Customer shall undertake to bind his customers to the limitation of liability of these terms of business in full, who shall also undertake to pass on this obligation.

8.11. If the goods are produced in accordance with plans, documents or instructions of the Customer, the Customer shall be exclusively liable for the infringement of industrial property rights of third parties and shall indemnify and hold the Seller harmless should any claims be brought against the Seller, plus expenses incurred for its defense and lost profit, corresponding to the infringement of such industrial property rights.

8.12. The Seller shall not guarantee the completeness and/or accuracy of information on the products of third parties. It is the Customer's responsibility to seek information accordingly from the respective manufacturer.

8.13. The warranty is not applicable if the goods were subject to out of the ordinary installation, operation or maintenance, in accordance with the ordinary practices of the industry or the instructions provided by the Seller, or were object to unauthorized repairs.

8.14. Warranty for the components and parts not manufactured by the Doka group will be adjusted and will be limited to the warranty actually granted by the supplier to the Seller.

9. Technical Instructions

9.1. The goods shall be used in accordance with the technical instructions (i.e. user information, blueprints, etc.) of the Seller or shall otherwise be excluded from warranty and compensation claims.

9.2. The Seller shall deliver digital versions of the manufacturer's instructions for the sold goods. It is the Customer's responsibility to obtain at its own cost the technical instructions of the Seller in other formats or additional instructions necessary for the abovementioned purposes.

9.3. Technical advice from the employees of the Seller is restricted to an explanation of the written instructions of the Seller; the Seller shall not be liable for information from his employees over and above this. Only the Technical Office of the Seller is authorized to give information beyond an explanation of the written instructions of the Seller, in particular appropriate solutions for specific applications. The Customer shall only obtain such information from the Technical Office.

10. Termination

10.1. The contractual parties are entitled if there are important reasons (i.e. infringement of material terms and conditions of the agreement, payment arrears despite an additional period of time of at least 14 days, international sanctions entered into force after conclusion of the agreement), to terminate the agreement through a notice in writing. The Lessor shall not be liable for the loss of information derived from the actions taken to delete the installed software.

10.2. The Seller may also terminate the Agreement if it cannot be reasonably expected, even if only temporarily, to fulfil the agreement.

11. Return of the Goods

11.1. Goods already supplied by the Seller (Clause 4.1) and any copies shall be returned to the Seller within 14 calendar days of the termination of this agreement, installed software (i.e. program) shall be deleted. Insofar as the Customer does not comply with this obligation, the Seller is entitled to collect the goods at the expense and risk of the Customer and to delete the software, for which it has prior

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authorization and will not require any additional authorization to proceed with the execution of this clause.

11.2. If, contrary to the provisions of Clause 4.1, the goods to be returned are not clearly identifiable from others, the Seller is entitled to select an item. The Customer shall indemnify the Seller in this respect from any claims of third parties.

12. Exclusion of Set-off

The Customer is not entitled to offset any claims in respect of the Seller against those of the Seller.

13. Severability Clause

If, for any reason, one or more of the provisions of these terms of business or of an agreement between the Customer and the Seller is invalid or unenforceable, the validity of the remaining provisions shall be hereby unaffected. In place of the invalid or unenforceable provision there shall be a provision which is closest to the intended purpose.

14. Place of Performance and Jurisdiction

14.1. The exclusive place of performance for all obligations arising from or in connection with contractual relationships between the Seller and the Customer shall be the City of Panama, Republic of Panama.

14.2. All disputes between the Customer and the Seller, including the question of the valid realization of the Agreement, as well as its preliminary and subsequent contractual effects, shall be settled by arbitration in accordance with clause 14.3. The Seller shall also be entitled to (but will not be obliged to) bring the matter before any other court having jurisdiction over the matter in accordance with the applicable laws.

14.3. Any discrepancy, claim or difference that arises between the parties related with the object, application, execution or interpretation of this Agreement, as well as those related to the validity, enforceability or the termination of the Agreement, shall be settled by arbitration in law before the Center for Solution of Conflicts (CESCON), in accordance with their rules of procedure.

15. Applicable Law and Interpretation

15.1. This Agreement shall be governed by the Austrian laws. Furthermore, the Terms and Conditions of Doka on the use of Planning Software, as well as the Terms and Conditions for Concremote, as amended from time to time, shall apply. Current versions of these terms and conditions are available under: www.doka.com/GTCS.

15.2. Should there be any discrepancies between a master/rental agreement and these GTCS, the more specific provisions of the master/rental agreement shall prevail.

16. Waiver

16.1. As far as it is possible under mandatory law, the Customer and the Seller shall waive the right to appeal against these terms and conditions of business, as well as against agreements concluded between the parties and/or the right to demand the cancellation or amendment of the same. In particular, an appeal on the grounds of a mistake, hardship or laesio enormis is excluded.

16.2. The fact that one of the parties of this Agreement allows once or multiple times that the other party default on its obligations, or to perform its obligations imperfectly, or in any way different to what was agreed in this Agreement, or that it fails to insist on the correct performance of said obligations, or that fails to timely exercise its contractual or legal rights to which it is entitled, will not be considered or equivalent to a modification of this Agreement, nor will it prevent, in any case, for said party, in the



future, to stop insisting on the correct fulfillment of the obligations of the other, and to exercise its corresponding contractual or legal rights.

17. Notices

17.1. Unless otherwise agreed in writing, all notices from the Customer to the Seller, including with respect to warranty obligations, shall be addressed to the domicile of the Lessor and a copy shall be sent to centroamerica@doka.com. The notices from the Lessor to the Customer shall be deemed to be valid if sent to the address of the Customer.

17.2. All notices shall be made in writing, with confirmation receipt, and shall include the effective date of notice. Each party shall notify the other party of any change of the address for notices.

18. Compliance with export regulations

18.1. Compliance. When passing on the goods delivered (e.g., Hardware) or the other services rendered (e.g., Software), including associated documentation and technical support of any kind (e.g., Professional Services), the Customer must comply with applicable national and international export control law and, if necessary, support Doka in complying and documenting. In any case, the Customer shall comply with the export control regulations of the country from which it exports the goods or services, the EU, the USA and/or the United Nations. In particular, the Customer shall not sell, export or re-export, directly or indirectly to Russia or Belarus, or for use in Russia or Belarus anything supplied under or in connection with this Contract, including but not limited to Hardware, Software, Professional Services results, material, drawings, licenses, and other intellectual property rights, etc. The Customer shall use its best efforts to ensure compliance with the mentioned obligation.

18.2. Provision of information. If necessary, in order to comply with export regulations, the Customer shall provide Doka immediately upon request with all information about the final recipient, the intended use of the goods delivered or the services rendered and any export control restrictions applicable in this respect. Moreover, the Customer shall immediately inform Doka about any activities that could frustrate the purpose of paragraph 18.1.

18.3. Indemnification. The Customer shall fully indemnify and hold Doka harmless against all claims asserted by authorities or other Third Parties against Doka due to non-compliance with the above obligations by the Customer or its business partners as a result of activities in breach of sanctions/embargoes.