

- 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).
- 10.12.4 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.
- 10.12.5 Any data entered via the Web Portal are entered exclusively by the Customer. Solely the Customer is responsible for entered data. 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 harmless DOKA in this regard. Only after having received a relevant order by the Customer and after having sent a written order confirmation, do DOKA enter data. In such a case, DOKA shall immediately inform the Customer thereof in writing.
- 10.12.6 In addition to the Customer, read and write privileges in the Web Portal/App are granted only to DOKA and DOKA's vicarious agent. In the case Calibration Services (see item 3.1.4) are requested access is granted to the concrete laboratory technician. 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.
- 10.12.7 Any and all transactions in the Web Portal/App are registered digitally and are traceable.
- 10.12.8 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.
- 10.12.9 If the battery fails, all data stored in the device are lost. Furthermore, the device no longer records data. The Customer shall therefore ensure, of its own accord and at its own cost, that the devices have sufficient battery power at all times.
- 10.12.10 The Customer shall bear the risk of loss of data, in particular if data are transferred, 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 our part for any damage, in particular any damage caused by delay, shall be excluded.
- 10.12.11 The Customer shall regularly check all components for operability at his sole responsibility and account. DOKA have to be informed immediately of any technical problems.
- 10.12.12 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.
- 10.12.13 Concrety 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.
- 10.12.14 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 within approx. 2 hours after having been received successfully (such response times being provided for information purposes only and do not constitute binding service level).
- 10.12.15 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 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.
- 10.12.16 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 on its own responsibility. 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 in relevant technical standards and guidelines.
- 10.12.17 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 our part shall be excluded. The Customer shall indemnify and hold harmless DOKA against any third party claims for damages resulting from such changes.
- 10.12.18 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 do 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 devices were used correctly.
- 10.12.19 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 our 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, any liability on our 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.
- 10.12.20 DOKA assume 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 our result of the analysis and based on any further features in the Web Portal/App.
- 10.12.21 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 our vicarious agent or the concrete laboratory technician caused such damage with intent. Any liability for including but not limited to lost profit, consequential damages or lost data shall be excluded. It shall be the Customer's responsibility to prove who was at fault. Other than that, the relevant statutory provisions shall apply.
- 10.12.22 Any liability on our part shall be limited by the amount invoiced and actually paid for the relevant contract.
- 10.12.23 Any and all claims for damages against us shall expire by limitation within 6 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.
- 10.12.24 Notwithstanding Clause 4.27, any data and analysis results collected in performing the contract specific to a certain Customer are stored electronically by our vicarious agent for backup reasons. DOKA undertake to treat such data strictly confidentially and to not pass them on to a third party. However, DOKA are entitled to use the collected data to defend ourselves against and assert claims.
- 10.12.25 Our liability exclusively covers statements made or information provided by our project manager or Technical Support.
- 10.12.26 DOKA do not advise on concrete technology. DOKA give no instructions regarding the composition of concrete 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 assume no liability for such recommendations.
- 10.12.27 Any warranty claims of the Customer shall be excluded, if not notified to us without undue delay.
- 10.12.28 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 DOKA reserve any rights therein. DOKA 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, DOKA are granted a world-wide, non-exclusive, royalty-free, perpetual and unrestricted license to use such information.
- 10.13 CONCREMOTE Data protection
- 10.13.1 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.
- 10.13.2 Customer warrants to bring DOKA's Privacy Statement available at <http://www.DOKA.com/concremote> to the attention of all natural persons 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.

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, sup-porting construction frames and custom-built formwork units planned by DOKA and assembled using DOKA's 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. DOKA's 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 DOKA's 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 are 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 of DOKA's Pre-assembly process, this material needs to be to DOKA's 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 DOKA's 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 are 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 are entitled to photograph the formwork or other supplied objects and the site on which the project is undertaken to use them in DOKA's 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 DOKA's 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, use 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 an authorised DOKA signatory. Any contrary of additional terms unless expressly agreed by DOKA in writing are excluded.