

## A. General PERI Terms and Conditions of business

### 1. Scope

1.1 The General PERI Terms and Conditions of business (hereinafter referred to as "**Terms**") apply exclusively in the business transactions of PERI ROMANIA SRL, a limited liability company incorporated under the laws of Romania, with registered office in Balotești village, Balotești township, 4 Calea București, Ilfov county, Romania, registered with the Trade Register under no. J23/976/2002, sole registration code 8995865, a material supplier of goods, (hereinafter referred to as "**PERI**") with the person or company who purchases goods or services from PERI as merchant not being a consumer (hereinafter referred to as "**Customer**").

1.2 The subject matter of these Terms are all deliveries and services that PERI provides to Customers. The deliveries and services shall be provided exclusively on the basis of these Terms. Other provisions, in particular general terms and conditions of the Customer shall not apply, regardless of whether they have been expressly rejected by PERI or not. These Terms shall also apply exclusively if PERI performs or accepts a delivery or service without reservation. If PERI accepts the Customer's terms and conditions, PERI's General Terms and Conditions of Business shall prevail over those of the Customer.

1.3 In addition to these Terms, the following documents and regulations shall form part of the Contract and these Terms:

1.3.1 PERI price lists;

1.3.2 PERI packaging guidelines;

1.3.3 PERI instructions for assembly and use;

1.3.4 PERI instructions for returning the rented Objects;

1.3.5 Applicable laws and regulations including but not limited to the Romanian Civil Code, Labor Protection Law no. 319/2006 on health and safety at work ("**Law 319/2006**"), **GDPR** - Regulation (EU) 2016/679 and Law no. 190/2018 for the implementation of the GDPR, as well as the **Incoterms 2020 Rules** - International Commercial Terms (Incoterms 2020) published by the International Chamber of Commerce.

1.3.6 **PERI Special Terms**; these are:

- PERI Special Terms for the **sale of formwork and scaffold (Clause B)**

- PERI Special Terms for **renting formwork and scaffold (Clause C)**

- PERI Special Terms for **engineering (design) and structural calculation services (Clause D)**

- PERI Special Terms for **information and plan comparison (Clause E)**

- PERI Special Terms for **ancillary services (Clause F)**. In case of discrepancies between these Terms and the PERI Special Terms, PERI Special Terms shall prevail.

1.4 Unless otherwise agreed, the Terms shall apply in the version applicable at the time of the respective conclusion of the Contract with the Customer.

1.5 These Terms shall also apply to future similar legal transactions between PERI and the Customer.

1.6 References to the applicability of statutory provisions are for clarification purposes only. The statutory provisions shall therefore apply irrespective of a corresponding clarification, insofar as they are not directly amended or expressly excluded in these Terms.

### 2. Definitions

2.1 **Business Day** means a day other than a Saturday, Sunday or public holidays at the registered office of PERI.

#### 2.2 **Other formwork and scaffolding goods**

Scrap materials, third-party goods, rental object and other purchased items, which the Customer has already purchased or rented from PERI on the basis of another contract.

2.3 **Third-Party goods** means formwork and scaffolding components that have not been manufactured or distributed by PERI.

2.4 **Used goods** include such formwork and scaffolds distributed by PERI, whose components (including plywood) and accessories have already been used for their intended purpose and correspondingly may bear traces of usage and repair.

2.5 **Scaffolds** means temporarily built building constructions of adjustable length, width and height, which are assembled by the Customer on-site with scaffold parts, used as per their intended application and which can be dismantled again. The term Scaffold is hereinafter used for all objects made available on the basis of a purchase or rental Contract that are intended to produce the constructions described in the prior paragraph. The term Scaffold includes all scaffold components and accessories.

2.6 **Purchase Item** refers to the new or used goods owed by PERI according to the Sale Contract. In the respective context, Purchase Item could mean the delivery obligation of PERI, in whole or in part.

2.7 **Rental Item** refers to the new or used goods owed by PERI according to the rental Contract, as well as containers and packaging material. In the respective context, Rental Object could mean the delivery obligation of PERI, in whole or in part.

2.8 **New Goods** are formwork and scaffolds distributed by PERI, whose components (including plywood) and accessories have not yet been used as per their intended application or for any other purpose.

2.9 **Formwork** within the meaning of these Terms it represents the mould/panel of variable length, width and height temporarily installed, in which wet concrete is placed to produce concrete elements. The term Formwork is hereinafter used for all the items made available via purchase or rental Contract and which are intended to produce the construction moulds/panels described in the prior paragraph. The term Formwork also includes all formwork components and accessories as well as support structures.

2.10 **Reserved goods** means Formwork and Scaffolds as well as their components and accessories to which PERI reserves title within the scope of a Contract.

### 3. Conclusion of Contract

3.1 Offers made by PERI are generally non-binding. If an offer by PERI is expressly marked as binding in writing, PERI shall be bound by the offer for 30 (thirty) calendar days from its issuance date to the Customer.

3.2 The order of the goods and/or services by the Customer shall be deemed to be a binding offer directed towards the conclusion of a Contract with PERI.

3.3 PERI may accept the offer in writing or under the form of a text (letter, fax, e-mail) or implied (for example by delivery of the goods or provision of the services in connection with the respective order).

3.4 If PERI accepts the offer by the Customer in accordance with Clause A.3.3 or if the Customer accepts PERI's binding offer within the period specified in Clause A.3.1, the respective contract between PERI and the Customer shall be deemed concluded (the "**Contract**").

3.5 Offer documents and documents relating to offers by PERI are and shall remain the property of PERI, and all information and documents regarding the business of PERI represents confidential information.

3.6 All agreements deviating from these contractual terms, ancillary agreements, supplements and amendments to the Contract concluded between PERI and the Customer will be in writing to become effective. This shall also apply to amendment of this Clause.

3.7 In case of discrepancies between the Contract and these General Terms and Conditions, the Contract shall prevail.

### 4. Payment terms

4.1 Unless payment in advance or otherwise agreed in the Contract, the price for goods and/or services shall be paid 30 (thirty) calendar days after the invoice is issued by PERI. Unless otherwise agreed, payments shall be made in LEI, based on the LEI/EUR exchange rate communicated by the RNB on the invoice issuance date.

4.2 No discounts will be applied on invoices issued.

4.3 Instalment payments are excluded, unless instalment payments have been expressly agreed in writing by the parties.

4.4 Cheques are accepted only on account of payments to PERI.

### 5. Default of payment, inability of the Customer to perform

5.1 If the payment due date is exceeded, this will constitute a breach of contract by the Customer without notice. The receipt of the invoiced amount on the specified account of PERI is decisive for the timeliness of payment. The Customer undertakes to pay the purchase price of the goods and / or services provided by PERI on time, so that the amount is credited to the PERI account by the due date. Failure to pay the invoice on the due date will be considered a breach of these terms and PERI may immediately suspend any and all supplies of goods and/or services to the Customer or refuse any future orders, without liability for damages, until full payment of the amount outstanding, including penalties, by the Customer. Any delay exceeding 10 days will be considered a breach of the Contract, which gives PERI the right to terminate the Contract, as well as any other agreements concluded with the Customer, effective immediately by sending a notice (for information purposes), without the intervention of any courts and without other formalities.

5.2 Failure to pay the amounts due by the due date entitles PERI to apply to the Customer penalties of 0.15% for each day of delay, applied to the outstanding amount (including VAT), calculated from the due date until the date of full payment, PERI being entitled to request other compensations for damages.

5.3 If the Customer is in default with at least two payments due as a result of business relationships with PERI, PERI is entitled to call due all claims as a result of business relationships with PERI after the fruitless expiry of 2 (two) weeks after the occurrence of the Customer's second default.

5.4 If, after the conclusion of the Contract, it becomes apparent that the

	Customer's financial situation puts the fulfilment of its contractual obligations at risk (in particular, in the event of suspension of payments, filing of an application for the opening of insolvency proceedings, seizure and execution measures), PERI is entitled, at its own discretion, to withhold delivery of goods and/or refuse to provide other services until the Customer has paid the price in advance or provided appropriate security.		
6.	<b>Assignment</b> PERI is entitled to assign all claims against the Customer to third parties, without prior consent of the Customer. The Customer may not assign or transfer the rights and obligations arising out of this Contract in connection with deliveries and/or services to third parties in whole or in part without PERI's prior written consent and may not agree or entrust the claims or parts thereof and / or other elements thereof and / or contractual relations with PERI to third parties; or to promise such transfers without the prior written consent of PERI.	102	other liability is excluded expressly.
7.	<b>Securities and contract performance guarantee</b> PERI is not obliged to assume warranty or contract performance securities and/or contract performance guarantees.	103	To the extent permitted by law, PERI will not be liable for loss of profit (" <i>unrealized profit</i> ") or opportunities (" <i>loss of opportunity</i> ").
8.	<b>Storage of Personal Data</b> PERI stores personal data subject to legal regulations. PERI reserves the right to store data from the contractual relationships with the Customer in accordance with the statutory provisions for the purpose of data processing and, insofar as it is necessary for the fulfilment of the Contract, to transmit such data to third parties (such as insurance companies). PERI and the Customer agree to comply with applicable data protection laws and, in particular, GDPR, as well as applicable data protection regulations. For the avoidance of doubt, PERI and the Customer declare that, with respect to personal data processed for the execution of the Contract, they act as independent data controllers. The parties are jointly, not collectively, responsible for compliance with data protection requirements and the protection of the rights and interests of the respective data subjects. Considering the function of the parties as data operators, according to the applicable legal provisions on personal data protection, national and European, the parties declare that the entire personal data processing activity was carried out in accordance with the applicable regulations and in compliance with all obligations that derive from applicable laws.	104	PERI shall not be liable for the consequences of deficiencies for which claims for defects are excluded under these Terms and/or under the Contract. PERI's liability is also excluded if the Customer uses the purchased or rented Item without following the instructions for assembly and use or uses it together with its own items or components from another manufacturer.
9.	<b>Confidentiality</b> The parties shall refrain from exploiting and making available to third parties trade and company secrets of the other party that were confided to them or became known by them on the occasion of the cooperation during the existence and after termination of the Contract and shall not disclose them to third parties without prior written consent of the respective contracting party. With regard to PERI, group companies are not considered third parties, so that disclosure to them is permitted.	105	Other liabilities - regardless of legal basis - and compensation for damages regarding the purchased or rented Item are excluded.
9.1	The parties shall use other confidential information, in particular technical information, intentions, know-how, findings or projects, which become accessible to them in the context of the contractual cooperation or which they received from the other party, in whatever form, only in the context of their cooperation and shall keep it confidential for five years after the termination of this Contract and shall not make it accessible to any third party without the prior written consent of the disclosing contracting party. This confidentiality obligation also applies to information that is based on confidential information of the other party. This confidentiality obligation does not apply to information that is proven to be known by the receiving party prior to the cooperation occasioned by this Contract as well as during the performance of this Contract and for which no other duty of confidentiality exists, - information received rightfully from a third parties by the receiving party, - information generally known upon conclusion of this Contract or becomes generally known afterwards without a breach of the obligations contained in this Contract, - information developed by the receiving party without the use or involvement of confidential information, - information required to be disclosed by the receiving contractual party due to legal, official or judicial order; in this case, the receiving contractual party will inform the disclosing contractual party prior to the disclosure and limit the disclosure as much as possible.	106	The above limitations under Clauses A.10.1-A.10.4 do not apply in the case of willful acts or negligence, nor in the case of damages caused by accidents causing damage to life, health or injury.
9.2	The parties shall oblige the employees and agents working for them to comply with this confidentiality clause. The same applies for PERI in case of disclosure to its group companies.	106	To the extent that PERI's liability is excluded or limited, the provision also applies with respect to the liability of its legal representatives, employees, sub-contractors and delegated agents.
10.	<b>Liability of PERI</b>	11.	<b>Applicable law</b>
10.1	The liability of PERI, derived from the Contract or otherwise, for the losses, damages, expenses and costs incurred by the Customer will not, in any case, exceed 100% of the price of the goods and / or services provided by PERI according to a particular Contract and any	11.1	All legal relationships between PERI and the Customer (including, but not limited to these Terms, contract, any orders) shall be governed exclusively by the applicable laws in Romania.
		12.	<b>Place of Jurisdiction and Performance</b>
		12.1	The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be the applicable courts of the registered office of PERI. PERI reserves the right to bring legal action at the Customer's statutory place of jurisdiction.
		12.2	Unless otherwise agreed, the Contract shall be executed at PERI's registered office indicated in Clause A.1.1.
		13.	<b>Other Obligations</b>
		13.1	The parties declare and guarantee that on the date of signing the Contract: <ul style="list-style-type: none"><li>- are companies that exist and operate according to the applicable laws, having power, authority and full rights to carry out the activity and to conclude the Contract and fulfill the obligations resulting from it;</li><li>- have the necessary authority, have obtained all necessary approvals from all regulatory authorities and have taken all measures necessary or required by law and regulations that allow them to properly execute the Contract and / or comply with all obligations assumed under the Contract;</li><li>- the assets are not subject to immunity based on liquidation, prosecution or execution procedures;</li><li>- the execution or realization of the Contract does not violate the provisions included in (i) the documents governing the parties, (ii) any contract or document in which the parties are included or that affects their parties or assets, or (iii) any law, order, decision, ordinance, decree, rule or judgment of any court, administrative agency or other authority applicable to the parties;</li><li>- The contract is a legal, valid and enforceable obligation of the parties in accordance with the terms.</li></ul>
		13.2	The parties guarantee that the representations and warranties are true and correct in all respects at the date of signing the Contract and none of such representations and warranties omits facts that may mislead the other party.
		13.3	The Parties confirm that the above representations and warranties are intended to induce the other Party to enter into the Contract and that the other Party has entered into the Contract on the basis of those representations and warranties.
		13.4	The parties guarantee that the information provided or to be provided in connection with the Contract are correct and not false or misleading at the time it was given or confirmed.
		13.5	The parties agree to indemnify the other party for all damages caused by actions taken on the basis of the above representations and warranties or on the basis of erroneous, incomplete or late information and for any other expenses or damages.
		14.	<b>Miscellaneous</b>
		14.1	To the extent permitted by law, the Customer may not exercise the right of retention regardless of whether it derives from the Contract or otherwise against PERI.
		14.2	<b>Severability Clause</b> If the individual provisions of these Terms and/or the Contract are or become illegal, invalid or unenforceable in whole or in part, this will not affect the validity of the rest of the provisions. The parties undertake, in good faith, to replace the illegal, invalid or unenforceable provision with a valid and enforceable provision that reflects as faithfully as possible the purpose and content of the illegal, invalid or unenforceable provision. The same applies to any gaps in these Terms and/or Contract. In all other respects, statutory regulations apply to all services below to be provided by PERI.
		<b>B.</b>	<b>PERI Special Terms for the sale of formwork and scaffold</b>
		<b>I.</b>	<b>PERI Special Terms for the sale of New Goods</b>

If the Customer orders New Goods from PERI, the provisions below shall apply. The following description under Clause B.I "Purchase Item" refers exclusively to New Goods.

#### 1. **Deadlines and dates**

- 1.1 Delivery dates and deadlines are only binding if they are expressly agreed as "binding" in the contract. Subsequent amendments to the Contract may lead to an extension of the agreed delivery periods and postponement of the delivery dates. PERI does not assume any performance obligations unless otherwise agreed with the Customer. Deliveries are executed only after complete clarification of all the execution details and confirmation of the delivery periods and deadlines by PERI in writing (letter, fax, e-mail).
- 1.2 Delivery periods shall not commence before the Customer has fulfilled its contractual and cooperation obligations, if any, has provided the necessary official certificates and permits and, if advance payment has been agreed, not before PERI has received the agreed payment in its bank account.
- 1.3 If PERI's supplier does not make the delivery relevant for the New Goods ordered by the Customer correctly and/or on time, the agreed delivery periods and dates (between PERI and the Customer) shall be extended in each case with the respective interval plus a reasonable initial period, provided that the reasons for the supplier's failure to make the delivery, to make it correctly or on time does not fall within PERI's responsibility.
- 1.4 In the event of non-binding delivery periods or delivery dates that are extended in accordance with the provisions above, PERI shall not be in default prior to the fruitless expiry of a reasonable period for delivery set with the Customer in writing.
- 1.5 Impediments due to force majeure or other unforeseeable impediments for which PERI is not responsible, such as work stoppage, strike, lockout, governmental prohibitions, war, embargo, epidemics, pandemics, operational disruptions, extend or postpone the deadlines and delivery dates corresponding to the time of their duration plus a reasonable initial period. The same applies even if such a condition arises in case of suppliers or sub-contractors of PERI. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Customer of the beginning and the expected end of such circumstances as soon as possible. If the circumstances lasts for six weeks or longer, both parties to the Contract may withdraw from the Contract subject to prior written notice with at least 30 days in advance, notice which will be communicated to the Client, and the termination will only take effect if the performance of the Contract has not yet begun.

#### 2. **Passing of risk, shipping**

- 2.1 PERI delivers in FCA system according to Incoterms 2020 from the designated PERI warehouse.
- 2.2 Partial deliveries by PERI are permissible, provided that their acceptance is reasonable for the Customer, if the delivery of the remaining ordered Purchased Items is ensured and the Customer does not incur any significant additional expense or costs as a result (unless PERI agrees to bear these costs). Each partial delivery can be invoiced separately.
- 2.3 Only if explicitly agreed in an individual case that PERI takes over transportation of the Purchase Item, Clause F.III shall apply.
- 2.4 PERI determines at its discretion the nature of the transport vehicles used for shipping.
- 2.5 In deviation of FCA Incoterms 2020, the Customer shall bear the costs for packaging. For clarification purposes, the Customer shall bear the costs for shipping and freight.

#### 3. **Handover**

- 3.1 A delivery note is issued for the Purchased Item, which includes the type and number of delivered parts of the Purchased Item and other necessary information.
- 3.2 While handing over the Purchased Item, the delivery note created as per Clause B.I.3.1 shall be signed in two original copies by the Customer or a representative of the Customer and by PERI. Each Party keeps an original copy of the delivery note.

#### 4. **Acceptance/Reception/Collection**

- 4.1 The Customer or a representative of the Customer must accept/receipt/collect the Purchased Item at the PERI unit or warehouse agreed by the contracting parties. The Acceptance/Reception/Collection by the Customer involves the transfer of the risk of accidental loss and accidental deterioration of the Purchased Item. In all other respects, the statutory provisions of the law on contracts for work and services shall also *apply mutatis mutandis* to an agreed reception.
- 4.2 By signing the delivery note, the Customer declares the acceptance/reception/collection of the Purchased Item and the fact that it has been delivered in the agreed quantity, is clean and free of obvious or visible defects. Acceptance/reception/collection of the Purchased Item can not be refused due to minor defects.
- 4.3 If the Customer does not pick up/collect the Purchased Item on the contractually agreed handover/delivery date and established in the

PERI management slot system, its failure to pick up will be considered a violation of these Terms and/or the Contract by the Customer. In the case of non-binding delivery periods or delivery dates, PERI may notify the Customer with a notice period of two weeks that the Purchased Items are ready for delivery and/or, in the case of contractually agreed acceptance, for collection; if the Customer does not pick up/collect and/or accept the Purchased Items at the end of the notice period, it will be considered, without prior notification, that he has breached the Contract.

- 4.4 Handover/acceptance and collection shall be deemed to have taken place if the Customer breaches the provisions according to clause 4.3 above. In particular, if the Customer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, the Purchased Item shall be deemed to have been accepted in accordance with the Contract unless the Customer is not responsible for its failure to appear.

#### 5. **Prices**

- 5.1 The price of the Purchased Item is indicated in the Contract (Clause A.3.3). If the Purchased Item consists of several individual parts, then the total purchase price and the price to be referred for the settlement results from multiplying the quantity and the purchase price of the Purchased Item.
- 5.2 If, after the conclusion of the Contract and until the Delivery date, there are changes in costs for PERI, in particular due to changes in material or raw material prices, collective labor agreements or other price changes of suppliers or exchange rate fluctuations for which PERI is not responsible and which can not be foreseen with sufficient certainty, PERI is entitled to adjust the agreed prices accordingly. An increase in price should be notified to the Customer. Upon the request of the Customer, PERI must prove the factors and their scope involved in the price increase. If the overall price increase is above 10 % (ten percent), the Customer has the right to terminate the Contract for this reason, with prior written notice to PERI within one month of receiving the notification regarding the price increase. Termination will take effect after PERI receives the notice of termination, without affecting the Customer's existing obligations under the Contract at the date of communication.

#### 6. **Retention of title and transfer of ownership**

- 6.1 The Purchased Item remains the property of PERI until the purchase price has been paid in full. For clarification purposes, the ownership title on the Purchased Item is transferred after PERI receives the full price for the Purchased Item plus any relevant fees. In the case of current invoices, PERI shall use the Reserved Goods (delivered goods, unpaid, at the customer considered in custody) as security for PERI's balance invoice.
- 6.2 As long as the purchase price has not been paid in full, the Customer does not have the right to resell or to rent the Reserved Goods. The Customer shall only have the right to rent or/and resell the Reserved Goods if PERI expressly agrees this with the Customer in writing. If the Customer nevertheless resells Reserved Goods, PERI is entitled to demand an appropriate contractual payment from the Customer, the amount of which is to be determined by the competent court at its reasonable discretion; this does not apply if the Customer proves that he is not responsible for the resale of the Reserved Goods. In determining the amount of the contractual payment by the competent court, the possible damage suffered by PERI and the advantages gained by the Customer shall be taken into account appropriately.
- 6.3 The fulfillment of individual claims in current account does not cancel the retention of title by PERI.
- 6.4 The fact that PERI includes individual claims against the Customer in a current invoice or offsets them against claims of the Customer or otherwise draws balances against the Customer does not cancel the retention of title by PERI.
- 6.5 The Customer is obliged to store the Reserved Goods purchased from PERI separately from Other Formwork and Scaffolding Goods and accordingly to mark them as PERI's property. If, contrary to the Customer's obligation within the meaning of the previous sentence, the Reserved Goods are mixed/mingled with Other Formwork and Scaffolding Goods and the Reserved Goods can no longer be separated from Other Formwork and Scaffolding Goods, PERI becomes co-owner in accordance with the statutory provisions.
- 6.6 If the Customer acquires sole ownership or co-ownership of the Reserved Goods as a result of the mixing/blending, the Customer shall transfer co-ownership of the Reserved Goods to PERI upon conclusion of the Purchase Contract in proportion to the value of the Reserved Goods to the Other Formwork and Scaffolding Goods at the time of the mixing/blending. The value of the Other Formwork and Scaffolding Goods shall be determined by PERI at its reasonable discretion. In this case, the Customer must store free of charge the goods owned or co-owned by PERI which are also to be regarded as Reserved Goods according to the aforementioned criteria.
- 6.7 If Reserved Goods are sold by the Customer alone or together with other goods, the Customer shall, upon conclusion of the Purchase

- Contract for Reserved Goods, assign to PERI the claims arising from the resale of the Reserved Goods in the amount of the value of the Reserved Goods with all ancillary rights and ranks, without assigning this claim to third parties. If the resold Reserved Goods are co-owned by PERI, the assignment of the claim shall extend to the amount corresponding to PERI's share value in the co-ownership. The value of the goods is determined according to the list price, which is to be determined by PERI at its reasonable discretion, considering a used discount.
- 6.8 At PERI's request, the Customer is obliged to immediately provide PERI with all information and hand over all documents that are necessary for PERI to assert its rights against the Customer's clients.
- 6.9 PERI authorizes the Customer, subject to revocation, to collect the claim.
- 6.10 PERI will not make use of its own collection authority as long as the Customer also declares its payment obligation to all third parties against whom the Customer has a payment claim that is not necessarily due and enforceable but exists as a result of the resale of the Reserved Goods.
- 6.11 At PERI's request, the Customer must name the debtors of the assigned claim and notify them of the assignment of the claim to PERI.
- 6.12 The Customer must inform PERI immediately of any compulsory enforcement measures by third parties in respect of the Reserved Goods or in respect of assigned claims, handing over the documents necessary for the objection. In the event of suspension of payments, application for or opening of insolvency proceedings, the right to resell, use or install the Reserved Goods and the authorization to collect the assigned claims shall expire. In the event of a cheque or bill of exchange process, the authorization to collect also expires. In this case, PERI is entitled to collect its Reserved Goods.
- 6.13 PERI must be notified immediately of any seizure or confiscation of the Reserved Goods by third parties. Any resulting intervention costs shall in any case be borne by the Customer, unless they are borne by third parties.
- 6.14 PERI and the Customer shall mutually agree on the basis of the invoice documents which goods are their property. If the Customer does not cooperate in the selection determination referred to in the previous sentence, PERI is entitled to carry out this selection determination alone. The costs of the selection shall be borne by the Customer, unless the Customer is not responsible for the non-cooperation in the separation.
- 6.15 If the security of the purchase price claim against the Customer to which PERI is entitled based on the assignment in advance exceeds the value of the secured claim by more than 10 (ten) percentage points, PERI is obliged to make a retransfer or release at the Customer's discretion. The value of the secured claim is determined by the price that PERI has invoiced to the Customer.
- 6.16 If the Customer includes a claim assigned to PERI from a resale of Reserved Goods in a current account relationship existing with its customers, the current account claim is assigned in full. After balancing, the current account claim shall be replaced by the recognized balance, which shall be deemed assigned up to the amount of the original claim.
- 6.17 The Customer cannot acquire ownership of the Purchased Item by replacing the handover, respectively by agreeing a legal relationship between PERI and the Customer by virtue of which the Customer obtains indirect possession unless this type of transfer of ownership has been expressly agreed in writing.
- 6.18 If a third party is in possession of the Purchased Item, the transfer of ownership may be replaced by PERI assigning to the Customer its claim for surrender of the Purchased Item against the third party; however, this only applies if the parties expressly agree this in writing.
- 7. Quality of the Purchased Item, specifications and application, guarantees**
- 7.1 The quality of the Purchased Item shall be exclusively the specification, which is the subject of the Contract. It is the responsibility of the Customer as a sophisticated end user to check whether the Purchased Item is suitable for the purposes it wishes to use it for.
- 7.2 Information provided by PERI verbally, in writing or in any other form on the suitability, including application, processing and other use, is data given to the best of PERI's knowledge, but is only deemed to be non-binding information and does not release the Customer from its own examination of the Purchased Item delivered by PERI for its suitability for the intended purposes. Applications/projects, processing and use of the Purchased Item takes place outside PERI's control and are therefore exclusively the Customer's responsibility, unless expressly stipulated otherwise in the Contract. Differences/deviations in weights, size and other technical values which have no effect on the intended use of the Purchased Item are permissible and do not entitle the Customer to make a complaint.
- 7.3 The Purchased Item corresponds to the intended quality if, at the time of the transfer of risks, complies with the technical specifications described in the instructions for assembly and use applicable to it.
- 7.4 Guarantees, in particular quality guarantees, shall only be binding on PERI to the extent that they (i) are included in an offer or an order confirmation, (ii) are expressly designated as a "guarantee" or "quality guarantee" and (iii) expressly stipulate the obligations resulting from PERI from such a guarantee.
- 7.5 Except as set out in this Contract, all guarantees, conditions, terms and undertakings, expressed or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of PERI's goods or services to be provided to the Customer are excluded to the fullest extent permitted by law.
- 8. Rights in case of defects**
- 8.1 The purchased objects comply with the required condition if they comply with the applicable technical data from the Assembly and Use Instructions (Aul) at the time of the transfer of risks for the goods that will be used according to the Contract concluded with the Customer. For visible concrete surfaces, the required applied condition of the Purchased Object is determined according to the criteria in the "Concrete formwork quality criteria".
- 8.2 PERI makes no guarantees other than those stated in this Clause.
- 8.3 Complaints in respect of defects must be made in writing, stating the specific defect. Notices of defects due to incomplete Delivery and other recognizable/visible defects must be given to PERI in writing without delay, but at the latest within 2 (two) calendar days of Delivery; hidden defects must be notified without delay, but at the latest within 14 (fourteen) calendar days of delivery. If the Customer does not inform PERI in compliance with the above conditions, it will be considered that PERI has fulfilled the Delivery obligation. Acceptance and/or reception of the Purchased Item may not be refused due to minor defects. Claims for late notified defects are excluded. PERI is under no obligation to provide any guarantee regarding defects known to the Customer at the time of the conclusion of the Contract. Guarantee claims become statute-barred 12 (twelve) months after transfer of risk (guarantee period). Claims due to defects notified belatedly are excluded.
- 8.4 Defects will be proven by the Customer if the law does not provide otherwise, when sending such a notification. Differences in quantity are not considered defects.
- 8.5 If the Customer does not comply with the obligation to check the Purchased Items in a timely manner or does not notify the defects / deficiencies discovered in accordance with these Terms and / or the Contract, the Customer will not have the right to claim damages in relation to the respectively defects / deficiencies, except for hidden defects under Clause 8.3 above.
- 8.6 PERI assumes no obligation either for the durability of the Purchased Item or for the appearance or texture of the concrete surfaces of the Purchased Item.
- 8.7 PERI is not responsible for defects caused by handling and/or storage and/or incorrect use of the Purchased Item by the Customer or third parties designated by the Customer.
- 8.8 The costs of the inspection of the Purchased Items shall be borne by the Customer. Purchased Items notified as defective must be made available to PERI for inspection upon request. If, due to discovered defects / deficiencies, the Client refuses to take over all or some of the Purchased Items, the refused Objects will be stored by the Customer under normal conditions of storage and conservation, the Customer being responsible for their custody. The storage will be done for as long as is necessary for PERI to verify the existence / non-existence of the defects identified by the Customer and to submit a proposal regarding the solution of the situation. The Customer shall immediately notify PERI of the refusal to take possession of the Purchased Items, as well as of the place of storage of the Purchased Items. Refusal to take over the Purchased Items delivered by PERI is not considered as a termination of the Contract.
- 8.9 The statutory provisions apply to the Customer's rights in the event of defects, unless otherwise stipulated in this clause 8.
- 8.10 If the Purchased Item is found to be defective, PERI shall, at its own discretion, deliver a new item or repair the defective Purchased Item. In the event of repair, the remaining part of the original guarantee period shall commence with the return of the rectified Purchased Item. The same shall apply in the case of subsequent delivery of a replacing item.
- 8.11 In the event of subsequent delivery of a replacing item, the Customer must return the defective Purchased Item to PERI, according to the statutory provisions and according to this clause.
- 8.12 The retention of title in accordance with Clause B.I.6 also applies to the parts to be replaced as part of the subsequent delivery.
- 8.13 If the Customer has installed the defective Purchased Item in another item or attached it to another item in accordance with its type and intended use, PERI shall reimburse the Customer for the necessary expenses for removing the defective Purchased Item and installing or attaching the repaired or delivered non-defective Purchased Item, in accordance with the statutory provisions within the scope of subsequent performance. Unless otherwise agreed, however, in any other circumstances, PERI is not obliged to remove the defective goods and to install or attach the repaired or delivered non-defective

	goods within the scope of subsequent performance.	1.1	The Rented Item is usually previously Used Goods.
8.14	Claims by the Customer for expenses incurred for the purpose of adequate performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses are increased due to subsequent transport of the Purchased Items to a place other than the agreed place of delivery; PERI is entitled to invoice the Customer for such additional costs. PERI is excluded from liability if the Customer does not use the Purchased Item in accordance with the respective valid instructions for assembly and use provided by PERI, to the extent the damage is based thereon. Besides, PERI does not vouch for the compatibility and safety of third-party components and accessories in connection with the Purchased Item and, to the extent permitted by law, will be protected against claims, damages and / or liability of the Customer following the use of such third-party components and accessories in connection with the Purchased Item.		The Customer has no claim to the receipt of New Goods. The Rented Item is delivered in a satisfactory and functional condition.
		1.2	PERI shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Customer's use of the Rented Item.
		1.3	Any additional requirements for the Rented Item should be agreed in advance between PERI and the Customer in writing. It is the responsibility of the Customer to check the suitability of the Rented Item for a specific purpose. In particular, PERI does not make any guarantee or promise that the Rented Item is suitable or complete for its planned use, that it complies with relevant safety regulations, or whether the Rented Item fulfils the requirements of any eventual safety and health plan of the Customer.
<b>9.</b>	<b>Termination of the Contract by mutual agreement</b>	<b>2.</b>	<b>Calculations and assignment</b>
9.1	If the execution of the Contract has not yet started, PERI has the right to terminate the Contract for any reason, subject to prior written notice at least 30 days in advance, which notice will be communicated to the Client.	2.1	The agreed rent applies for the minimum rented period, as per Clause C.7.1.
		2.2	After the expiry of the respective minimum rented period, the rent is calculated as per calendar days.
<b>10.</b>	<b>De jure termination of the Contract</b>	2.3	The actual delivered quantity is billed by the calculated number of items, square metres, linear metres, cubic metres, lump sum metres or raised metres ("actual/effective total quantities").
10.1	PERI has the right to terminate the Contract with effective immediately with notice of termination communicated in writing to the Client and without prior notice, without requiring any other formalities and without the intervention of any court or arbitration in any of the situations below (the Contract being terminated automatically upon receipt by the Customer of the notice of termination):	2.4	The rent per calendar day is calculated from the rent agreed for the minimum rental period divided by 30 (thirty). Therefore, for example, if for a minimum rental period of one month the agreed rent is 3,000 RON, then the rent is calculated as follows for one calendar day: 3,000 RON./ (1 x 30 days) = 100 RON.
	<ul style="list-style-type: none"> <li>– if the Customer has not already paid the acquisition price and the relevant Customer or the relevant instalment, if PERI and the Client have agreed to pay in instalments, exceeding a period of 10 days;</li> <li>– the buyer or a third party contests a promissory note or check;</li> </ul>	2.5	The beginning and the end of the rental period are regulated in Clause C.7.
	In the two cases mentioned above, PERI will communicate with the Customer a remedial notice in which PERI will expressly indicate the obligations that have not been fulfilled by the Customer and will grant a remedial period of 15 days from the receipt of the notification to fulfil / remedy the obligations of the Client, specifying the situation that requires remediation.	2.6	Unless otherwise agreed, rental invoices are issued at the end of a calendar month either for the past calendar month or for the past 30 (thirty) calendar days.
	The provision does not apply if the Customer offers a guarantee equal to the amount owed to PERI, in force on the date on which PERI finds the situation breached by the Customer.	<b>3.</b>	<b>Transfer/inspection of the Rented Item</b>
10.2	If PERI exercises the right of termination according to Clause B.I.10.1, the Customer will be liable for damage or destruction of the Purchased Item, if he has taken all necessary measures as for his own goods, and PERI will have all legal rights in the event of termination.	3.1	The Rented Item can be made available to the Customer for the purpose of pick-up/collection in multiple parts at the Customer's request. Unless otherwise agreed in the Contract, the Customer must notify PERI of his intention to pick-up/collect with at least 5 (five) business days before the intended pick-up/collection day.
10.3	In the event of termination of the Contract under this Clause, services received and benefits obtained will be surrendered, and compensation for benefits not obtained will be paid to the extent permitted by law. Additionally, the contractual relationship becomes a contractual obligation to return.	3.2	PERI makes available to the Customer the Rented Item at the agreed warehouse, unless contractually agreed otherwise.
10.4	The Customer will bear the costs incurred by PERI for the termination of the Contract in terms of seeking the return of the Purchased Item.	3.3	PERI shall issue a delivery note, in duplicate, for each delivery. The number and product type of the shipped parts of the Rented Item are specified on the delivery note with the consignment. After transfer of the Rented Item to the Customer, the Customer must inspect the Rented Item immediately for conformity with the specifications in the delivery note, completeness and functionality.
<b>11.</b>	<b>Miscellaneous</b>	3.4	The delivery note must be signed by the Customer or a representative of the Customer at the time the Rented Item is transferred to the Customer.
	In all other respects, the provisions of the Terms pursuant to Clause A shall apply.	3.5	The Rented Item must be accepted by the Customer unless there is a major defect.
<b>II.</b>	<b>Special conditions for Used Goods and purchase of previously rented goods</b>	3.6	Partial deliveries from PERI are permitted. In case of partial deliveries, such a partial delivery will be previously announced by PERI.
	If the Customer purchases Used Goods from PERI, the following provisions shall apply.	3.7	Missing or defective parts should be immediately notified to PERI by the Customer in writing. If the Customer omits to notify PERI, then the delivery is considered accepted unless there are hidden defects. This does not apply if the partial delivery was notified and assured by PERI.
<b>1.</b>	<b>Purchase of previously rented goods</b>	3.8	If any defect was not identifiable at the time of the delivery and is identified only later, then the Customer must notify PERI of the defect immediately after it is detected; the notification shall be made in text form (letter, fax, e-mail).
	Insofar as the Customer purchases goods that were previously provided to it by PERI on the basis of a rental Contract, in whole or in part, this also qualifies as a purchase of Used Goods to which the provisions of this Clause B.II apply. In such case, the purchase price is calculated subject to a contractual agreement between the parties.	<b>4.</b>	<b>Passing of risk, dispatch and packaging and the costs for dispatch, packaging and waiting periods</b>
<b>2.</b>	<b>Defect claims</b>	4.1	If the Customer himself or a carrier or forwarder representing the Customer performs the transport of the Rented Item, then the Customer is responsible for the transport risk from the time of transfer of the Rented Item to the carrier or forwarder or to the Customer himself. This applies regardless of whether PERI has organized the transport for the Customer.
	The purchase of Used Goods is made "as inspected". Subject to Clause A.10, the sale of Used Goods by PERI excludes any defect claims and liability.	4.2	Delivery type, packaging and dispatch route shall be governed by the PERI packaging regulation. It can be found at <a href="http://www.peri.ro">www.peri.ro</a> and is also provided by PERI on request.
<b>3.</b>	<b>Application of the PERI Special Terms for the Purchase of New Goods</b>	4.3	The Customer shall bear the shipping costs, freight costs, packaging costs and, if applicable, tolls and unloading costs. Furthermore, the Customer bears the costs for waiting periods during loading and unloading at the construction site if such periods exceed two hours, unless the Customer is not responsible for such waiting periods.
	In all other respects, the Special Terms for the sale of New Goods (Clause B.I) shall apply accordingly.	<b>5.</b>	<b>Use of the Rented Items</b>
<b>4.</b>	<b>Miscellaneous</b>	5.1	While using the Rented Item, the Customer must observe the regulations stated in the assembly and use instructions as well as the current applicable versions of work health and safety laws. The assembly and use instructions are provided to the Customer together with the Rented Item free of charge.
<b>C.</b>	<b>PERI Special Terms for renting of Formwork and Scaffold</b>	5.2	The Customer bears the risk of using the Rented Item with its own
<b>1.</b>	<b>Nature of the Rented Items</b>		

- parts or the parts of another manufacturers.
- 5.3 The Customer is responsible for the correct and proper storage, intermediate and final cleaning, maintenance of Formwork frames/shells, use of release/detachment agents/substances and compliance with instructions from the assembly and use instructions provided, product labels and operating instructions (including those for accessories).
- 5.4 The Customer is obliged to handle the Rented Item carefully and appropriately and to undertake the necessary measures so that the usability capacity of the Rented Item is not reduced.
- 5.5 The duty of maintenance and repair during the rental period shall be borne by the Customer insofar as corresponding damage is attributable or generated to the rental use or the Customer's fault. Damage to the Rented Item due to improper use shall be compensated by the Customer to PERI in accordance with the statutory regulations.
- 5.6 PERI is excluded from liability when the Customer does not use the Rented Item in accordance with the respectively valid instructions for assembly and use provided by PERI to the extent the damage is based thereon.
- 5.7 If the Rented Item consists of a Scaffold, then the following applies to use of the Rented Item in addition to Clauses C.5.1 - C.5.4: The Scaffolds may be used only in accordance with the assembly and use instructions as well as the relevant industry standards including the obligations on health and safety at work and other obligations generated according to Law 319/2006. Non-compliance will release PERI from responsibility for any damages arising from such misuse.
- 5.8 The Customer must continuously monitor the Rented Item at the place of use and discard defective pieces/parts, particularly parts that do not correspond to the requirements of the assembly and use instructions.
- 5.9 The Customer must carefully safeguard and protect the Rented Item against theft. In case of theft, embezzlement or any other illegal misplacement, the Customer is obliged to notify PERI and the competent regulatory authority in writing immediately about the theft, embezzlement or other illegal misplacement. In case of theft, embezzlement, or any other suspected criminal act related to the Rented Item, the Customer shall file a police report and lodge a complaint regarding all potential offences involved as soon as signs of any criminal offence regarding the Rented Item are noticed or the Customer presumes the same. A copy of the police complaint/report should be sent immediately to PERI after the submission of the complaint.
- 5.10 The Customer must ensure that the Rented Item is protected against damage by fire, water and weather.
- 6. Deadlines and dates**
- 6.1 Delivery deadlines or other dates are only binding for PERI only if they are explicitly marked in the Contract as "binding".
- 6.2 Delivery periods begin only after the details of the execution are clarified. Compliance with agreed-upon delivery periods assumes the fulfilment of all relevant necessary contractual and cooperation obligations of the Customer.
- 6.3 4 (four) weeks after a non-binding deadline has been exceeded, the Customer can request PERI in text form (letter, fax, e-mail) to deliver within a reasonable grace period of 15 days from PERI's receipt of the remedy notice. PERI is only in default upon receipt of this request. If PERI is in default with the delivery, the Customer may only withdraw from the Contract after the grace period has expired fruitless and only after the communication of a notice of termination sent 15 days before the date of termination of the Contract.
- 6.4 The delivery obligations are subject to the provision that PERI itself is supplied properly and in a timely manner, unless PERI is responsible for the incorrect or late delivery to itself.
- 6.5 Impediments due to force majeure or any other unforeseeable impediments for which PERI is not responsible, such as work stoppage, strike, lockout, governmental prohibitions, war, embargo, epidemics, pandemics, operational disruptions and energy and transportation shortages, extend or postpone the deadlines accordingly by the time of their continuation plus a reasonable start-up period. The same applies even if such a condition arises on part of the suppliers or sub-contractors of PERI. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Customer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for six weeks or longer, both contractual partners may withdraw from the Contract, provided that prior written notice is given at least 30 days in advance, which notice will be communicated to the Customer, and the termination will not affect the services performed or that are in the process of being performed.
- 7. Rental duration**
- 7.1 The minimum rental duration is 1 (one) month, which is calculated with 30 (thirty) calendar days.
- 7.2 The rental period for each Rented Item begins with the day on which the Rented Item leaves the warehouse of PERI. The rental period for each Rented Item ends when the Rented Item re-enters the contractually agreed rental warehouse of PERI. If no rental warehouse was determined in the rental Contract, then the rental warehouse is the warehouse that lies closest to the construction site to which the Rented Item was delivered.
- 7.3 Since the Customer is responsible for the transport of the Rented Item if the pick-up/collection/loading of the Rented Item is carried out later than the day agreed in the Contract due to reasons for which the Customer is responsible, then the day on which PERI was ready to deliver/dispatch the Rented Item is considered the beginning of the rental period.
- 7.4 Customer shall bear the risks of using rented material. PERI does not grant suspension or reductions of rent for holidays, legal holidays, bad weather or technical downtimes. PERI's legal liability for breaches of duty hereby remains unaffected.
- 8. Defect claims**
- 8.1 The Customer must notify PERI immediately of any defects in the Rented Item.
- 8.2 PERI is only liable for initial defects if these have arisen due to a circumstance for which PERI is responsible.
- 8.3 If there is a defect in the Rented Item which renders it unsuitable for the use stipulated in the Contract, PERI is also entitled, at its own discretion, to remedy the defect by delivering a new Rented Item instead of rectifying the defect. In this case, the delivery of the new Rented Item and the collection of the defective Rented Item shall be at PERI's expense.
- 8.4 The Customer's claims for defects are excluded insofar as and as long as PERI is prevented from inspecting alleged defects or the evidence requested by PERI is not made available without delay to an extent that enables PERI to inspect and verify the defect; in this case, it is sufficient if the defective good is made available to PERI and the defect and its cause can be deduced from it.
- 8.5 Except in cases of imminent danger and if PERI is in default of the performance of the guarantee obligations, the Customer may only remedy defects itself or have them remedied with PERI's written consent. In this respect, PERI shall only bear the costs that it would have incurred itself.
- 9. Signage and advertising**
- 9.1 PERI is entitled to affix advertisements for its company and products on banners, panels, posters and similar items in a size determined by PERI at a visible place on the Rented Item. The Rented Item's working capabilities should not be affected thereby to the disadvantage of the Customer.
- 9.2 PERI is entitled to photograph the objects on which labour is done with the help of PERI's Scaffolds and/or Formwork and to use them in PERI advertisements, along with the name of the Customer, in any form, such as catalogues, prospectuses, on reference lists, on its online homepages ([www.peri.ro](http://www.peri.ro)) social-Media platforms and similar locations. If the builder or architect is entitled to a copyright to the object, the Customer tries to facilitate, at the request of PERI, that PERI obtains the usage rights in question from the Customer's client.
- 9.3 The Customer must ensure that the advertisement affixed by PERI is not damaged or misplaced.
- 9.4 Placing advertisements of the Customer, the Customer's client or a third party on the Rented Item requires PERI's prior consent, insofar as such affixing requires an intervention in the substance of the Rented Item. The advertisement of the Customer should not, in any case, completely or partially hide or cover the advertisement by PERI.
- 10. Subleasing, lending and transfer of the Rented Item**
- 10.1 The Customer is not entitled to sublease or lend the Rented Item or parts of the Rented Item to a third party or to transfer possession of the Rented Item or parts of the Rented Item in any other way to third parties (hereinafter "**Transfer of Rented Item**"). Any Transfer of the Rented Item requires the prior written consent of PERI. The use of the Rented Item by one of the subcontractors of the Customer that is active on the construction site agreed upon in the rental Contract may not require approval within the meaning of the preceding sentence, provided that the Rented Item is used by the subcontractors exclusively on the construction site agreed upon in the rental Contract.
- 10.2 To the extent permitted by law, the Customer hereby assigns all claims of the Customer against a third party from the Transfer of the Rented Item to PERI, and PERI accepts the assignment. The Customer hereby assigns receivables of the Customer arising against the third party via dispositions of the Rented Item or parts of the Rented Item to PERI, and PERI accepts the assignment.
- 10.3 The Customer shall inform PERI immediately if the Rented Item or parts of the Rented Item are seized or affected in any other way. The Customer must also inform PERI without delay of any applications for compulsory auctions and compulsory administration with regard to the property on which the Rented Item is located or associated buildings or facilities.
- 10.4 The Customer is not entitled to transfer or relocate the Rented Item or parts of the Rented Item to a location other than the one mentioned in the rental Contract, unless PERI has previously provided its written consent for this. If the preceding provision is breached, a penalty is

due by the Customer to PERI which will be determined by PERI at its reasonable discretion and, in case of dispute, reviewed by the responsible district court. In addition, PERI reserves the right to assert higher damage.

#### 11. Return Delivery of the Rented Item

11.1 The return delivery of the Rented Item ("Return Delivery") is carried out by the Customer himself, unless otherwise explicitly agreed in writing at the time of the conclusion of the Contract.

11.2 Return Deliveries are carried out at the cost and risk of the Customer. PERI can, if agreed explicitly, arrange transport for the Customer and commission a transport company for this purpose. If the transport company takes over the return transport, then the Customer shall bear the transport risk.

11.3 If PERI undertakes the return transport of the Rented Item as an ancillary service (Clauses F), then PERI only assigns its claims for damages resulting from the return of the Rented Item against the carrier or forwarder to the Customer. In all other respects, PERI shall be only liable in accordance with Clause A.10.

11.4 PERI can determine the type of shipment and the packaging for Return Delivery. At the time of the Return Delivery, the packaging materials delivered by PERI (mesh boxes, Euro pallets etc.) should be used and returned.

11.5 Return Delivery must be made to the PERI rental warehouse mentioned in the Contract (hereinafter referred to as "Place of Return Delivery"), unless otherwise specified explicitly.

11.6 If the Rented Item is returned, upon PERI's request, to a site other than the Place of Return Delivery, then PERI may bear any eventual incurred additional transport costs.

11.7 Transport insurances are concluded only at the explicit desire and cost of the Customer.

11.8 The Customer must return the rental material in its complete, original technical condition without any other damage apart from the normal wear and tear, in a cleaned and reusable condition, dismantled, bundled according to dimensions, palletised and arranged properly for unloading with a forklift.

11.9 Mechanical parts like spindles or screws that are greased by PERI before handover must be greased again before these are returned.

11.10 The Customer should immediately notify PERI about parts of the Rented Item that are lost or have become useless or damaged during the rental period due to use by the Customer as soon as the knowledge about the same is obtained. Those parts of the Rented Item that can no longer be repaired, even after reasonable expense, are considered useless. In addition, the Customer must bear the costs for the disposal of useless parts of the Rented Item.

11.11 The Customer must ensure that rented objects of the same type are not mixed. If rental, purchase and other objects are mixed, the Customer must indicate, which are Rented Items, which are Purchase Items and which are other objects. In case of doubt, PERI has the right to distinguish those objects that are to be regarded as Rented Items from the mixed properties as per its choice and can demand the return of such Rented Items at the end of the rental relationship.

11.12 The Customer must complete the Return Delivery note provided by PERI regarding the Return Deliveries of the Customer. The number and article description of the parts of Return Delivery sent with a consignment must be listed by the Customer on the Return Delivery note. The Return Delivery note must be handed over to PERI at the latest with the return of the Rented Item, and it must be signed by the Customer.

#### 12. Return Delivery check

12.1 After the delivery of the Rented Item to the Place of Return Delivery or another unloading site agreed between the Customer and PERI, the Rented Item is counted and it is verified as to whether it corresponds to the Return Delivery conditions mentioned in Clauses C.11.8 and C.11.9 and to the specifications in the Return Delivery note (hereinafter referred to as "Return Delivery Inspection"). Insofar as the normal course of business permits, the Return Delivery Inspection is performed immediately after receiving the Return Delivery.

12.2 If the Customer himself or a representative appointed by him is present at the time of the Return Delivery Inspection, PERI prepares a protocol about the Return Delivery Inspection is prepared. Customer and PERI are to sign the protocol. In case of differences of opinion about the results of the Return Delivery Inspection, the same must be noted in the protocol.

12.3 If the Customer himself or a representative appointed by him is not present at the time of the Return Delivery Inspection, then PERI prepares a written report about the Return Delivery Inspection. The Customer has the right to prove that the report prepared by PERI is wrong.

12.4 If the Return Delivery Inspection cannot be performed immediately after receiving the Return Delivery due to time constraints or other reasons, then PERI has the right to perform this Return Delivery Inspection at a later time ("Subsequent Return Delivery Inspection"). In this case, PERI will document the Return Delivery

and prepare a Return Delivery note about the Subsequent Return Delivery Inspection and send it to the Customer. At the request of the Customer, PERI will inform the Customer in advance of the date of the Subsequent Return Delivery Inspection.

#### 13. Pick-up

13.1 If the Return Delivery pick-up by PERI has been exceptionally agreed, then the Customer must agree with PERI on the exact handover time with three Business Days prior to the pick-up of the Rented Item.

13.2 If the Customer cannot arrange the pick-up due to circumstances for which the Customer is responsible, then the rental period is extended correspondingly. In this case, the Customer must bear the cost of the repeated transport.

13.3 If the Rented Item is not picked up by PERI on the agreed day and at the agreed time, then the Customer can immediately demand the pick-up again by phone or in writing.

13.4 PERI shall give notice of the pick-up of the Rented Item in good time. At the time of pick-up by PERI, the Rented Item should be as defined in Clauses C.11.8 and C.11.9. It must be loaded carefully at the expense of the Customer. Otherwise, PERI will separately calculate corresponding mandatory waiting periods. If the pick-up is delayed by more than two hours due to reasons for which the Customer is responsible, then PERI will be separately compensated for the waiting periods exceeding two hours.

#### 14. Premature termination of Contract

14.1 PERI is entitled to prematurely terminate these Terms and/or the Rental Contract and all other existing Contracts without a termination notice and to exercise its right to reclaim and pick up the Rented Item, if:

- the Customer is in delay with at least 2 (two) monthly rentals in whole or in part and in doing so with at least 10 (ten) % of the total amount of the rent payments agreed for the rental period;
- a bill of exchange or cheque of the Customer is disputed by the Customer or a third party and PERI has unsuccessfully set the latter a two-week deadline for payment of the amount in delay;
- an application for insolvency is submitted or insolvency proceedings are initiated with regard to the assets of the Customer, in which case any administrator's rights after the insolvency remain unaffected; or
- the Rented Item is not used or maintained appropriately or in accordance with PERI's assembly and use instructions despite reminders being issued. In addition, no warning is required for grossly careless handling.

14.2 PERI is explicitly entitled to enter the construction site to pick-up the Rented Item, under the situations identified in Clause C.14.1.

14.3 PERI can demand advance payment of the rent from the Customer if the lack of payment capability of the Customer is apparent on the basis of objective circumstances and thus the claims of PERI are at risk. The Customer undertakes to inform PERI immediately of the occurrence of material circumstances that query the Customer's performance of the Contract (e.g. suspension of payments, enforcement measures, bill protests, etc.).

14.4 PERI must demand the advance payment from the Customer as per Clause C.14.3 at the latest by the expiry of the 10<sup>th</sup> (tenth) of the current calendar month, in written form, in order to assert the right to advance payment for the following month. If PERI has timely asserted the right to advance payment, as laid down in the preceding sentence, then the Customer is obliged to pay the rent for the following month by the 20<sup>th</sup> (twentieth) of the current month at the latest. The payment stipulated above is timely made when it is received by PERI within the deadline defined above.

14.5 If the Customer is in default with respect to the advance payments for which it is responsible as per Clauses C.14.3 and C.14.4, then PERI has the right to terminate the Rental Contract with the Customer as per Clause C.14.1 without any prior notice.

14.6 The Customer bears the costs incurred by PERI due to withdrawal of the Rented Item as a result of termination as per Clauses C.14.1 and C.14.5.

14.7 After termination without notice, PERI has the right to demand compensation for damages in addition to the remaining rent.

14.8 For the case of termination, the further use of the Rented Item is already objected at the time of conclusion of the Contract. If the Customer continues to use the Rented Item after the expiry of the rental period, the Contract shall not be deemed to have been extended.

#### 15. Customer's liability

15.1 The Customer is not authorised to use the Rented Item after the expiry of the rental period. If the Customer continues to use the Rented Item, then PERI has the right to claim compensation from the Customer for damages and use.

15.2 The Customer is liable to PERI for damages in accordance with the statutory provisions if Customer does not return the Rented Item at the end of the Rental Contract or does not return the Rented Item in the condition described in Clauses C.11.8 and C.11.9, unless the Customer is not responsible for this.

- 15.3 Insofar as the Customer must pay compensation for damages to PERI due to non-return, total damage, uselessness or loss of the Rented Item, the damage is calculated as per the original value of the Rented Item, according to PERI's price list of rent applicable at the time of the conclusion of the Contract, deducting a reasonable used parts discount for depreciation of value.
- 15.4 Insofar as the Customer must pay compensation to PERI as a result of damage to the Rented Item, PERI can claim compensation for repair costs up to the initial value of the Rented Item, as laid down in the PERI rental Price list, which applies at the time of conclusion of the Contract.
- 15.5 The Customer is obliged to conclude an adequate insurance that will cover the complete value of the Rented Item. It must at least cover risks such as theft, damages by fire and water, damages caused by adverse weather conditions and damages due to operational interruptions resulting from the same.
- 15.6 The Customer is obliged to assign its claims against the insurer to PERI upon request in cases of damage.
- 15.7 PERI's claims resulted from rental which have arisen until the time of the damage event remain unaffected.
- 16. Miscellaneous**  
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.

## **D. PERI Special Terms for engineering and structural calculation services**

- 1. General performance description of engineering and structural calculation services**  
The following services can be the object of engineering and structural calculation services that are to be implemented by PERI:
- 1.1 Pre-assembly planning:  
Pre-assembly planning is the preparation of all joining plans necessary for the use of Formwork and/or Scaffold for the pre-assembly of Formwork and Scaffold (hereinafter referred to as "**Pre-Assembly Plans**").
- 1.2 Deployment planning:  
Deployment planning is the preparation of all assembly plans required for the use of Formwork and/or Scaffold.
- 1.3 Calculation of stability:  
Calculation of stability concerns the preparation of all calculations necessary for the use of Formwork and/or Scaffold in order to build and use Formwork and/or Scaffold as per the static criteria. The static acceptance of the built Formwork and/ or Scaffold is not included in the calculation of stability.
- 2. Customer's obligations to cooperate**
- 2.1 The Customer must review the correctness of the assembly and Pre-Assembly Plans with regard to the specific project for obvious incorrectness. The Customer must return the assembly and Pre-Assembly Plans to PERI immediately after reviewing and approving them.
- 2.2 The Customer must inform PERI immediately in writing if it requires any changes in the assembly and Pre-Assembly Plans for Formwork and/or Scaffold with regard to the specific project. In this notification, the Customer must also inform PERI of the desired changes. In the event of a delay of more than one week in sending the notification after receiving the assembly and Pre-Assembly Plans, the plans are considered to be approved by the Customer unless they are obviously not eligible for approval.
- 3. Price**
- 3.1 The price of engineering and structural calculation services is subject to the regulations in the Contract.
- 3.2 Mandatory regulations about the fees for services of architects and engineers remain unaffected and are not to be reduced or exceeded.
- 4. Rights to results of services**
- 4.1 Customer may only use the results of the engineering and structural calculation services of PERI for the contractually agreed purposes and may not publish them without the express prior consent of PERI. The publication shall always mention the name PERI; any change to the original documents from PERI shall require the express prior written consent. Disclosure of the results of the services to third parties shall likewise require the express prior written consent of PERI.
- 4.2 To the extent that the results of the services of PERI are copyrightable, PERI shall be entitled to the copyright. In these cases, Customer shall receive, in the context of Clause D.4.1 above, the irrevocable, exclusive and non-transferable right to use these results, unlimited with respect to time. PERI reserves the right to use the results of its services.
- 5. Miscellaneous**  
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.

## **E. PERI Special Terms for briefing and plan comparison**

- 1. Performance description**  
Insofar as explicitly agreed in the Contract, PERI undertakes to brief the employees appointed by the Customer with regard to the use of Formwork and/or Scaffold material delivered by PERI and undertakes the plan comparison by a supervisor. PERI provides the following services with respect to the briefing or plan comparison:
- 1.1 Briefing:  
1.1.1 PERI briefs the employees of the Customer as to the proper and professional handling of Formwork and/or Scaffold as per the PERI assembly and use instructions. The assembly itself lies in the area of responsibility of the Customer as sophisticated end user.
- 1.1.2 The briefing does not replace the risk assessment and assembly instructions of the Customer, as per the industrial safety regulation.
- 1.2 Plan comparison:  
1.2.1 PERI checks the conformity between the actual super-structure of the Formwork and/or Scaffold with the assembly plan within the framework of plan comparison. The supervisor appointed by PERI inspects the Formwork and/or Scaffold built by the Customer by means of a random visual inspection for any apparent deviations from the assembly plan.
- 1.2.2 The plan comparison does not replace the assembly instruction and/or the risk assessment of the Customer, as per the industrial safety regulation.
- 1.3 The Customer must fulfil all the prerequisites that are necessary for the service of PERI. The Customer must obtain public law approvals for the construction of the Formwork and Scaffold.
- 1.4 PERI is not liable for damages that are caused by the Customer through the assembly of Formwork and/or Scaffold executed by the Customer to the extent the damage is based thereon.
- 2. Responsibility of the supervisor**
- 2.1 The supervisor does not have authority to give instructions to site staff. Thus, he is not responsible for the compliance with work safety regulations and safety relevant requirements and crane and forklift use.
- 2.2 The supervisor is not responsible for delivery schedules or for usage and functionality of Formwork and/or Scaffold material that is in the Customer's possession or that is the property of Customer.
- 3. Hourly rate, remuneration**
- 3.1 The working hours of PERI employees (as defined under Clause F.1.4.2) are determined by the collective labor agreements applicable to PERI. Working and travel periods are recorded on time sheets. Time sheets are signed by the Customer.
- 3.2 The remuneration will be charged to the Customer for the agreed hourly rates plus any supplements for overtime, night or shift operations, unless agreed otherwise. PERI will provide the list of hourly and overhead rates on demand to the Customer free of charge.
- 3.3 The hourly rates do not include any daily allowances, costs for boarding and lodging, travel expenses and cost for the transportation of equipment and luggage.
- 4. Protocol**  
After briefing is completed by the PERI supervisor, the site manager appointed by the Customer, as per Clause F.1.4.1, is obliged to sign the briefing protocol and thus, confirm the proper and complete fulfilment of the briefing obligation and also confirm the handover of any documents.
- 5. Rights over services results**  
The provisions of the Terms pursuant to Clause D.4 shall apply accordingly.
- 6. Miscellaneous**  
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- F. PERI Special Terms for ancillary services**
- I. PERI Special Terms for special Formwork Pre-Assemblies**
- 1. General and terminology**
- 1.1 Certain products of PERI such as, climbing formwork or railcars for tunnel formworks, can be delivered in individual parts or prepared for use. If the Customer agrees with PERI on pre-assembly (hereinafter referred to as "**Formwork Pre-Assembly**"), then the following conditions apply.
- 1.2 These Special Terms for Formwork Pre-Assemblies relate solely to formwork pre-assemblies and dismantling of formwork material and formwork components, which are done at the construction sites.
- 1.3 The Customer must obtain all approvals and permissions required for the Formwork Pre-Assembly in good time, before the beginning of Formwork Pre-Assembly agreed with PERI.
- 2. General performance description for special Formwork Pre-Assembly**
- 2.1 The object of Formwork Pre-Assembly is to assemble special formwork products such as support structures, climbing systems, tunnel formwork carriages, work and safety scaffolds, supporting frames and special form-works, which are generally delivered to the construction site in individual parts and must be assembled at the

- construction site before use. Formwork Pre-Assemblies also cover the reconstruction and dismantling of the special formwork products mentioned in the preceding sentence insofar as this is agreed between PERI and the Customer.
- 22 PERI executes Formwork Pre-Assemblies with technically skilled mechanics, subcontracting companies and using its own tools.
- 23 Insofar as PERI is commissioned to execute the Formwork Pre-Assembly, PERI will give the assembly plans to the Customer within a reasonable period before the beginning of assembly operations. The assembly plans must be prepared in accordance with the approved standards of technology. The Customer must check the correctness of the assembly plans within a reasonable period of time from receipt. He must countersign these plans immediately after reviewing them and return them to PERI as a sign of approval. PERI should be informed in writing immediately if certain changes are required in the assembly plans. If the Customer sends neither the countersigned plans nor the information about change requirements to PERI within a reasonable period, even after PERI issues a written demand, then the plans are considered as approved unless they are not eligible for approval.
- 2.4 PERI does not perform any construction services.
- 2.5 The exact scope of work of Formwork Pre-Assembly services is agreed in the Contract.
- 3. Deadlines and dates**
- 3.1 If binding deadlines have been determined for Formwork Pre-Assembly operations in writing, then they only start after the Customer has fulfilled all his cooperation obligations.
- 3.2 If PERI does not meet the deadlines, then the Customer must first set out an appropriate grace period of 30 days. Claims for compensation for damages caused by delay shall be determined in accordance with Clause A.10.
- 3.3 If the Customer requests changes on the special formwork products, which are to be pre-assembled by PERI in terms of Clause F.I.2.1 (hereinafter referred to as "**Subsequent Change Requests of the Customer**"), then these Subsequent Change Requests of the Customer are executed by PERI to the extent they are possible and reasonable at the cost of the Customer.
- 3.4 Subsequent Change Requests of the Customer extend the agreed deadlines in accordance with their effects.
- 3.5 The Formwork Pre-Assembly deadline is considered to be met if the pre-assembly service is ready for the Customer to accept.
- 3.6 In case of delays or interruptions during the Formwork Pre-Assembly for which the Customer is responsible, all the postponement of deadlines and extra costs, particularly the costs for waiting periods and additional travel and accommodation costs, are to be borne by the Customer.
- 3.7 Impediments due to force majeure or other unforeseeable impediments for which PERI is not responsible, such as work stoppage, strike, lockout, government prohibitions, war, embargo, epidemics, pandemics and operational disruptions, extend the deadlines and postpone the deadlines accordingly by the time of their continuation plus a reasonable start-up period. The same applies even if such a condition arises on part of the suppliers or subcontractors of PERI. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Customer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for six weeks or longer, parties may mutually terminate these Terms and/or Contract provided that prior written notice is given at least 30 days in advance, notice will be communicated to the Client, and the termination will not affect the services performed or in the process of being performed.
- 4. Work safety and accident prevention**
- 4.1 Immediately after placing an order, the Customer must appoint a responsible site manager, safety and health coordinator and safety expert.
- 4.2 After the order is placed by the Customer and before the beginning of pre-assembly, the Customer briefs the persons, who are executing the Formwork Pre-Assembly works at the construction site (hereinafter referred to as "**PERI Employees**") about the local surroundings and the safety and health plan and shares information about emergency exits, first aid and fire protection devices and also special potential hazards of the construction site.
- 4.3 The Customer provides and installs required fall protection devices and support devices at own expense and risk at all workplaces and traffic routes on which services are carried out by PERI.
- 4.4 The obligations and possibly necessary testing of PERI Employees according to Law 319/2006 will be carried out by the Client at its own expense.
- 4.5 Unless agreed otherwise, the Customer bears the cost for the measures that are required to protect persons and material at the pre-assembly location.
- 4.6 The Customer shall properly train and inform PERI Employees regarding compliance with statutory regulations or official ordinances or requirements and shall ensure that they are strictly complied with. The same is true and applies to any company-specific occupational safety requirements of the Customer. To the extent permitted by applicable law, the Customer shall be liable for any work-related accidents involving PERI Employees, as well as any other expenses incurred and necessary that may arise as a result of the work-related accidents. The investigation of work events / accidents will be carried out according to the laws in force. The costs for the collection and analysis of samples for the above investigations shall be borne by the Customer. In case of a work accident of a PERI Employee, the Customer will comply with all the obligations stipulated by the legislation in force.
- 4.7 In case of a work accident, the Customer will document the work accidents that occurred during the provision of services.
- 5. Approval of Formwork Pre-Assembly, defects and beginning of the rental period**
- 5.1 The Customer or a representative of the Customer is obliged to accept the Formwork Pre-Assembly service, as per the Contract, as soon as PERI reports the completion of the concluded pre-assembly without delay. Acceptance and/or reception of the Formwork Pre-Assembly may not be refused due to minor defects. The Customer will accept the Formwork Pre-Assembly, as per the Contract, irrespective of the technical or official inspections that the Customer performs together with a third party.
- 5.2 By acceptance/reception of the Formwork Pre-Assembly, the Customer confirms the functionality and completeness of the total scope of delivery.
- 5.3 A protocol shall be prepared about the acceptance, which shall be signed by both parties. All defects and damages to the objects pre-assembled by PERI are to be mentioned in this protocol.
- 5.4 If it is established that the Formwork Pre-Assembly is not done as per the Contract, then PERI is entitled to carry out repair work. The customer can, on his own initiative, reduce the costs or terminate the Contract regarding the provision of formwork pre-assembly services by written notification communicated 15 days before the date of termination of the Contract if the correction of defects is not made within a reasonable interval of for 30 days from PERI's receipt of the remedial notice, and this period expires unsuccessfully. The Customer is not entitled to further claims, except for any claims for damages limited in accordance with Clause A.10. Warranty claims become statute-barred 12 (twelve) months after transfer of risk. Claims due to defects notified belatedly are excluded.
- 5.5 Acceptance shall be deemed to have taken place if the Customer is in delay of acceptance and there is no major defect in relation to the Formwork Pre-Assembly to be provided by PERI. In particular, if the Customer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed reception/acceptance date, pre-assembly shall be deemed to have taken place and accepted according to the Contract, unless the Customer is not responsible for its failure to appear; the same applies if acceptance has not taken place after two weeks have elapsed since notification of the completion of Formwork Pre-Assembly for reasons for which the Customer is responsible.
- 5.6 Clause C.7 applies to the beginning of the Rental Period insofar as the special Formwork products are provided for rent.
- 6. Return at the time of dismantling**
- 6.1 A visual inspection of the object to be dismantled is to be performed by PERI and the Customer together before the dismantling for disassembly and alteration work starts.
- 6.2 The damages to the rented products that are evident in the visual inspection performed as per Clause F.I.6.1 and have developed during the rental period, and also apparently missing or damaged parts, are recorded in the protocol in writing and documented with the aid of photographs. The Customer then confirms the accuracy of the statements in the protocol.
- 6.3 PERI can claim damages that are not detected in the visual inspection and that have developed during the rental period against the Customer within eight weeks after the visual inspection. A letter to the Customer is sufficient to assert any damage claim in accordance with the preceding sentence in which PERI informs the Customer about the subsequently detected damages and the costs required for their rectification.
- 7. Price and additional expenses**
- 7.1 The price for the special Formwork Pre-Assemblies is subject to the regulations in the Contract.
- 7.2 If pre-assembly services are reasonably interrupted or not started due to improper structural conditions, organisation of the construction site or at the instigation of the Customer in any other way, the necessary additional expenses will be remunerated separately to PERI according to expenditure.
- 7.3 The Customer must also pay PERI separately for the additional expenses that are not included in the issued order, particularly additional expenses for changed pre-assemblies, and for unforeseen

difficulties that respectively fall within the Customer's area of responsibility. Insignificant additional expenses shall be disregarded and shall not be remunerated separately.

#### 8. **Employees liability**

PERI provides no guarantee and accepts no liability and will be protected against any claims, damages and/or responsibilities with regard to culpable conduct on the part of persons provided by the Customer. Such persons are vicarious indirect agents of the Customer.

#### 9. **Rights to results of PERI services**

The provisions of the Terms pursuant to Clause D.4 shall apply accordingly.

#### 10. **Validity of PERI Terms for the sale and renting**

PERI Special Terms for the sale of Formwork and Scaffold (Clause B) and/or PERI Special Terms for renting of Formwork and Scaffold (Clause C) remain unaffected by these Special Terms for Formwork Pre-Assemblies.

#### 11. **Miscellaneous**

In all other respects, the provisions of the Terms pursuant to Clause A shall apply.

### II. **PERI Special Terms for the Formwork pre-assemblies at the PERI site**

#### 1. **Field of application and Definitions**

PERI Special Terms for Formwork pre-assemblies at the PERI site apply to pre-assemblies agreed between PERI and the Customer, which are not the Formwork Pre-Assemblies as per Clause F.I.2. These must be executed at PERI site.

#### 2. **Pre-assembly plans**

Pre-assembly plans can be prepared by the Customer or, if commissioned separately, by PERI. If pre-assembly plans are provided to PERI by the Customer, then PERI executes the pre-assembly according to these plans. PERI does not review the pre-assembly plans of the Customer and does not assume any liability for the correctness of the pre-assembly plans provided by the Customer. PERI shall point out to the Customer any obvious defects that prevent PERI from performing the pre-assemblies.

If the pre-assembly plans are to be prepared by PERI as per the Contract, then the regulations of PERI Special Terms for engineering and structural calculation services (Clause D) apply.

22 If the Formwork pre-assembly is to be executed at the PERI site as per the Contract, then the Customer receives the pre-assembly plans before the beginning of the pre-assembly insofar as PERI has been commissioned by the Customer with the task of preparing the pre-assembly plans. Any pre-assembly plans made by PERI shall, during and after the termination of the contractual relationship, be the exclusive property of PERI and shall constitute confidential information within the meaning of these Terms and/or the Agreement.

23 If the pre-assembly plans are to be prepared by the Customer, then the Customer's pre-assembly plans should include all specifications required to produce the end product. Besides the geometric form with all necessary dimensions, it should also include the constructional and static connections and the materials and quality characteristics.

#### 3. **Change in design**

If the Customer wants to change the pre-assembly plans prepared by PERI or if he orders the changes, these changes are carried out at his own expense insofar as PERI considers them to be possible and reasonable. Subsequent change requests extend the periods in accordance with their effects.

#### 4. **Execution of the pre-assembly operations**

4.1 If the Customer uses its own materials, PERI insofar as is not liable for any damage caused by these materials during the pre-assembly.

4.2 Parts that are provided by the Customer must be in a sufficiently clean and functional condition. If this is not the case, then the Customer must bear additional expenses required such as those for inspection and sorting.

#### 5. **Approval of the pre-assembly**

5.1 The Customer or a representative of the Customer is obliged to accept the pre-assembly service as per the Contract, as soon as PERI reports the completion of a concluded pre-assembly without delay. Acceptance and/or reception of the pre-assembly may not be refused due to minor defects. The Customer must accept the pre-assembly irrespective of the technical or official inspections, which the Customer performs together with a third party.

5.2 By accepting the pre-assembly, the Customer confirms the functionality and completeness of the total scope of contract.

5.3 Defects or damages to the objects pre-assembled by PERI must be included in a protocol that is to be prepared together and signed by the Customer and PERI at the time of acceptance.

5.4 If it is established that the pre-assembly is not done as per the Contract, then PERI is entitled to carry out repair work. The Customer may, at its own discretion, reduce the costs (as they are provided in the Contract) or terminate the Contract for the provision of pre-assembly services by written notice, communicated 15 days before

the date of termination of the Contract, if the remedy defects is not made within a reasonable period of time, namely within 30 days of PERI's receipt of the remedy notice, and this period expires without the remedy being successful. The Customer is not entitled to further claims, except for any claims for damages limited in accordance with Clause A.10. Guarantee claims become statute-barred twelve months after transfer of risk. Claims due to defects notified belatedly are excluded.

5.5 Acceptance shall be deemed to have taken place if the Customer is in delay of acceptance and there is no major defect in relation to the pre-assembly to be carried out by PERI. In particular, if the Customer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, pre-assembly shall be deemed to have taken place as per the Contract, unless the Customer is not responsible for its failure to appear; the same applies if acceptance has not taken place after two weeks have elapsed since notification of the completion of pre-assembly for reasons for which the Customer is responsible.

#### 6. **Delayed pick up/take over**

6.1 If the Customer does not pick up/take over/requests the fully assembled materials until the agreed date, then he falls into default of acceptance without further requests. In this case, the Customer shall be liable for compensation.

6.2 In this respect, the risk shall pass to the Customer. In so far, the Customer shall also bear the necessary additional expenses such as storage costs.

6.3 If the pre-assembled material is rented by the Customer, then the rental period begins from the point of time at which the Customer delays the acceptance or, if the delay in acceptance occurs at a later point in time, at the point in time at which the Customer delays acceptance.

#### 7. **Price**

The price for the special Formwork Pre-Assemblies is subject to the regulations in the Contract.

#### 8. **Deadlines and dates**

8.1 If binding deadlines have been determined for the pre-assembly services in writing, then these only begin after the Customer has fulfilled all its cooperation obligations.

8.2 If the fixed dates are not met by PERI, then the Customer is obliged to set an appropriate grace period of 30 days that adequately enables PERI to subsequently fulfil its obligations under the Contract.

8.3 Claims to compensation for damages caused by delay shall be determined in accordance with Clause A.10.

8.4 Subsequent change requests by the Customer are carried out at his own expense insofar as PERI considers them to be possible and reasonable. Subsequent change requests extend the periods in accordance with their effects.

#### 9. **Rights to results of PERI services**

The provisions of the Terms pursuant to Clause D.4 shall apply accordingly.

#### 10. **Validity of PERI Terms for sale and renting**

PERI Special Terms for the sale of Formwork and Scaffold (Clause B) and/or PERI Special Terms for renting of Formwork and Scaffold (Clause C) remain unaffected by these Special Terms for Formwork pre-assemblies.

#### 11. **Miscellaneous**

In all other respects, the provisions of the Terms pursuant to Clause A shall apply.

### III. **PERI Special Terms for transport services**

#### 1. **General information**

1.1 Only if explicitly agreed in writing, PERI provides transport services with regard to the Purchased Item and/or the Rented Item.

1.2 PERI does not provide the transport service itself. PERI hands over the Purchased Item and Rented Items to be transported by PERI to the shipping agent or the forwarder.

#### 2. **Transport**

The transport of the Purchased Item or Rented Item starts from the location explicitly agreed in writing.

#### 3. **Risk transfer**

Insofar as PERI takes over the transport of the Purchased Item or Rented Item, PERI bears the risk of transport until the item is handed over to the Customer.

#### 4. **Price**

The price for the transport services is subject to the regulations in the Contract.

#### 5. **Miscellaneous**

In all other respects, the provisions of the Terms pursuant to Clause A shall apply.

CLIENT

I have read and confirm the General Terms and Conditions

Company

Address

CUI

Legal representative

Authorized person

Date

Signature