

**General Commercial Terms and  
Conditions for PERI AS,  
valid as of 1.9.2023**

# General Commercial Terms and Conditions for PERI AS, valid as of 1.9.2023



## A. General Commercial Terms and Conditions for PERI AS

### 1. Scope and extent

- 1.1 For deliveries and services between PERI Norge AS (hereinafter referred to as "PERI") and companies covered by the definitions stated in Section 1-1(2) of the Norwegian Companies Act, Section 1-2(1)a of the Norwegian Partnership Act and Section 1-1(2) of the Public Limited Liability Companies Act (hereinafter referred to as the "**Customer**") PERI's General Commercial Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") shall apply.
- 1.2 These Terms and Conditions apply to all PERI deliveries and services offered to the Customer. The deliveries and services shall be provided solely on the basis of these Terms and Conditions. Other terms and conditions shall not apply, including in particular the Customer's general terms and conditions, regardless of whether they are expressly rejected by PERI or not. These Terms and Conditions shall also apply only where PERI is aware of other terms and conditions and yet performs or accepts a delivery or service without reservation.
- 1.3 In addition to the Terms and Conditions, the following relevant documents and provisions form part of the contract and the Terms and Conditions:
  - 1.3.1 PERI price lists
    - Rental / Services
    - Purchase / Services
    - PERI UP Purchase,
    - PERI UP Rental,
    - VARIOKIT Purchase, and
    - VARIOKIT Rental
  - 1.3.2 PERI's packaging guidelines;
  - 1.3.3 GSV Güteschutzverband Betonschalungen e.V. guidelines (registered standards committee for standards for quality and safety in formwork technology) (available free of charge via <https://www.gsv-betonschalungen.de/en/gsv-guidelines-instructional-booklets.html> and can also be ordered by phone: +49 7309/951 – 2290);
  - 1.3.4 standards, in particular the following:
    - TRBS 2121-1 Technical rules for operational safety
    - DGUV Regulation 101-014 Use of formwork and supporting structures/scaffolding
    - DIN 18218 Fresh concrete pressure on vertical formwork
    - DIN 4420-1 Working and protective scaffolds
    - DIN EN 13374 Temporary side protection systems
    - DIN EN 12810-1 Facade scaffolds made of prefabricated components
    - DIN EN 12811-1 Temporary structures for buildings
    - DIN EN 12811-2 Temporary structures for buildings
    - DIN EN 12812 Shoring
    - DIN EN 16508 Temporary structures for buildings;
  - 1.3.5 **PERI's Special Terms**; includes the following:
    - PERI's Special Terms for the **Sale of Formwork and Scaffolding (Clause B)**
    - PERI's Special Terms for the **Rental of Formwork Systems and Scaffolding (Clause C)**
    - PERI's Special Terms for **Special Pre-assembly of Formwork Systems (Clause D)**
    - PERI's Special Terms for **Pre-assembly of Formwork Systems on PERI Construction Sites (Clause E)**
    - PERI's Special Terms for **Engineering and Construction Computational Services (Clause F)**
    - PERI's Special Terms for **Orientation and Plan Comparison (Clause G)**
    - PERI's Special Terms for **Transportation Services**

### (Clause H).

- 1.4 Unless otherwise agreed, the current version of the Terms in force at the time of signing the respective contract with the Customer shall apply.
- 1.5 These Terms and Conditions shall also apply to similar future legal transactions between PERI and the Customer.
- 1.6 References to existing statutory provisions are for the sole purpose of clarification. The statutory provisions shall therefore continue to apply insofar as they are not directly amended or expressly derogated from by the Terms and Conditions.
- 1.7 The names of goods, prices, quantities etc. follow from the agreement concluded between PERI and the Customer.

## 2. Definitions

### 2.1 Other Formwork and Scaffolding Goods

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

- 2.2 **Third-party goods** are formwork and scaffolding parts not manufactured or distributed by PERI.

- 2.3 **Used goods** include formwork and scaffolding manufactured by PERI, if components and accessories have already been used for their intended purpose and may therefore bear traces of use and repair.

- 2.4 **Scaffolds** are temporarily built structures of adjustable length, width and height, assembled from scaffolding parts in-situ (on site), used according to their intended use, and may be dismantled again. The term "Scaffolding" is hereinafter used for all items made available on the basis of a purchase or rental contract and intended to produce the construction described in the preceding sentence. The term "Scaffolding" also includes all scaffolding components and scaffolding accessories.

- 2.5 **Purchased Goods** are new or used goods for which PERI is contractually owed under a purchase contract. In a given context, Purchased Goods may mean both all or part of the contractually owed performance.

- 2.6 **Rental objects** are new or used goods contractually owed by PERI under the rental contract, in addition to containers and packaging materials. In a given context, a Rental Object may mean both all or part of the contractually owed performance.

- 2.7 **Rented goods** means formwork and scaffolding as well as their components and accessories which PERI has rented out to the Customer on the basis of another rental contract and which are still in the possession of the Customer.

- 2.8 **New goods** are formwork and scaffolding manufactured by PERI, where components and accessories have not yet been used according to their intended use or for any other purpose.

- 2.9 **Formwork** according to these Terms and Conditions are temporary moulds of variable length, width and height, in which wet concrete is added to produce concrete elements. The term "Formwork" is hereinafter used for all objects made available by purchase or rental and intended to produce the mould described in the preceding sentence. The term "Formwork" also includes all formwork components and formwork accessories as well as supporting structures.

- 2.10 **Reserved goods** are formwork and scaffolding as well as their components and accessories to which PERI reserves ownership rights within the scope of a purchase contract.

## 3. Signing the contract

- 3.1 PERI's offer is binding on PERI, but PERI may revoke the offer at any time before an acceptance is received.
- 3.2 The Customer's order of goods and/or services shall be

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- deemed to be a binding offer to PERI. PERI has the right to accept the offer unless the offer is revoked.
- 3.3 PERI's acceptance of the offer may be made in writing or in the form of text (letter, e-mail) or implied (for example, by delivery of goods or services covered by the order). If PERI accepts the offer pursuant to Clause A.3.3, the agreement between PERI and the Customer shall be deemed to have been concluded.
- 3.4 Offer documents and documents relating to offers from PERI remain the property of PERI.
- 3.5 All agreements deviating from these contractual terms and conditions, additional agreements and additions and amendments to the contract entered into between PERI and the Customer must be in writing to enter into force. This also applies to amendments to Clause A.3.4.

## 4. Assignment

PERI has the right to transfer all claims against the Customer to third parties without the prior consent of the Customer. The Customer may not transfer the rights and obligations to which the Customer is entitled in relation to deliveries and/or services to third parties, in whole or in part, without PERI's prior written consent.

## 5. Surety and completion guarantee

PERI is not obligated to assume any guarantees, completion sureties and/or completion guarantees.

## 6. Storage of personal data

- 6.1 PERI stores personal data in accordance with applicable law. PERI reserves the right to store data from contractual relationships with the Customer in accordance with the statutory provisions for data processing purposes and, to the extent necessary for the performance of the contract, to transfer such data to third parties (e.g. insurance companies).
- 6.2 The collection and storage of personal data shall take place in accordance with the Norwegian Personal Data Act and Electronic Communications Act.
- 6.3 The Customer agrees to obtain all necessary consents for the processing of personal data, including for PERI's processing of personal data necessary for PERI to fulfil its obligations under the agreement, if obtaining consent is required by law. In the event of a breach of this, the Customer agrees to compensate PERI for all losses, including any form of fines, penalties and compensation.

## 7. Duty of confidentiality and secrecy

- 7.1 The parties shall refrain from exploiting and making available commercial and trade secrets of the other party to third parties which were entrusted to them or of which they became aware in connection with the contractual cooperation, during the contractual relationship, or after termination of the contract. Such secrets shall not be disclosed to third parties without the written consent of the other contracting party.
- 7.2 The parties shall only use other confidential information – including technical information, intentions, experience, findings or designs that become available to them – in connection with the contractual cooperation or that they receive from each other (in whatever form), in the context of the contractual cooperation. Such information shall be kept confidential for five years after the expiration of the contract and shall not be made available to any third party without the prior written consent of the other contracting party. This duty of confidentiality and

secrecy does not apply to information of which it has been proved that the recipient was aware before the contractual cooperation was initiated and for which there is no other duty of confidentiality,

- duly received by the recipient from a third party,
- which is generally known at the signing of this contract or which becomes generally known afterwards without breach of the obligations of this contract,
- that has developed with the receiving party without resorting to or using confidential information,
- with whom it is necessary to acquaint the other contracting party as a result of one of the legal or judicial order. In such cases, the receiving contracting party shall inform the disclosing contracting party prior to disclosure and limit the disclosure as much as possible.

- 7.3 The parties shall ensure that this confidentiality and secrecy clause is also complied with by employees and representatives who work for them.

## 8. Governing law

All legal relations between PERI and the Customer shall be exclusively governed by Norwegian law.

## 9. Venue and conduct

- 9.1 The venue for all disputes that may arise from or that have arisen in connection with the contractual relationship between the parties shall be the place where PERI Norway is located; see Section 4-6 of Act relating to mediation and procedure in civil disputes (The Dispute Act). PERI reserves the right to take legal action at the ordinary venue of the Customer.
- 9.2 Unless otherwise agreed, the agreed delivery location shall be PERI's head office.

## 10. Miscellaneous

- 10.1 The Customer may only set off or exercise right of retention against claims from PERI if the Customer's counterclaim is undisputed, there is a right of ownership or the counterclaim is based on the same contractual relationship.
- 10.2 If certain provisions of these Terms and Conditions are or become invalid, this shall not affect the validity of the remaining provisions.

## B. PERI's Special Terms for the Sale of Formwork and Scaffolding

### I. PERI's Special Terms for the Sale of New Goods

If the Customer orders New Goods from PERI, the following provisions apply.

#### 1. Definitions

Unless otherwise specified, the Customer is hereinafter referred to as "**Purchaser**", PERI as "**Seller**" and New Goods covered by the purchase contract as "**Purchased Goods**".

#### 2. Dates and deadlines

- 2.1 Delivery dates and deadlines are binding only if they are expressly designated as "binding" in the individual contract. Subsequent changes to the contract may lead to an extension of agreed delivery periods and postponement of delivery dates. It has not been agreed that PERI's deliveries and services shall be performed on absolute or relatively fixed dates, unless such deadlines have been

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- explicitly agreed in writing.
- 2.2 Delivery can only take place when all delivery details have been fully clarified and delivery periods and deadlines have been confirmed by PERI in writing or in text form (letter, fax or e-mail).
- 2.3 Delivery periods shall not commence until the Purchaser has fulfilled its contractual and cooperation obligations and has submitted any necessary official certificates and authorisations and, if prepayment has been agreed, not until PERI has received such payment.
- 2.4 If PERI's supplier fails to deliver the New Goods ordered correctly or on time and the reason for the supplier's non-delivery is not within PERI's area of responsibility, all agreed delivery periods and dates shall in each case be extended corresponding to the duration of the impediment added to a reasonable start-up period.
- 2.5 In cases where delivery periods are not binding or delivery dates are extended in accordance with the provisions stated above, PERI is only in default if it is not delivered by the expiry of a reasonably stipulated delivery period, as determined in writing by the Purchaser.
- 2.6 In the event of obstacles caused by force majeure or other disturbances for which PERI is not responsible, such as work stoppages, strikes, lockouts, government prohibitions, war, trade bans and outages, the time limits corresponding to the duration of the impediment added to a reasonable start-up period are extended and postponed. PERI is not responsible for the aforementioned circumstances even if they occur during an already ongoing delay. PERI will inform the Purchaser as soon as possible if such impediments occur and of the estimated duration of the impediment. If the obstruction lasts for six weeks or more, both parties can withdraw from the contract.
- 3. Transfer of risk, shipping**
- 3.1 PERI supplies according to EXW Incoterms 2020 from the Weissenhorn plant or from the designated PERI warehouse.
- 3.2 The delivery time on the main delivery is 14 days after the Rental Agent has received the last revised drawing from the Renter.
- 3.3 Supplementary orders, 3-5 days
- 3.4 Orders with a size of more than 20% of the agreed main delivery are to be considered new orders and will be treated as new main delivery.
- 3.5 Partial deliveries by PERI are permitted, provided that a partial delivery will not be unreasonable for the Purchaser, in particular if the delivery of the remaining ordered Purchased product is warranted and the Purchaser does not incur any significant additional expenses or costs as a result thereof (unless PERI agrees to cover these costs). Each partial delivery can be invoiced separately.
- 3.6 To the extent that in a single case it has been agreed that PERI will take over the transport of the Purchased Goods, PERI bears the risk of the transport until the Purchased Goods has been handed over to the transport company.
- 3.7 Unless otherwise agreed, the type of consignment, transport route and packaging shall be determined in accordance with the PERI Packaging Directive. This Directive is available online ([www.peri.no](http://www.peri.no)) and will also be made available by PERI upon request.
- 3.8 PERI is free to decide the type of transport vehicle to be used for freight.
- 3.9 The Purchaser shall cover the costs of transport, shipping and packaging.
- 4. Hand-over**
- 4.1 A packing slip shall be issued for the Purchased Goods, which includes the type of Purchased Goods and the delivered quantity as well as other information.
- 4.2 Upon delivery of the Purchased Goods, the packing slip created pursuant to Clause B.I.4.1 shall be signed in two copies by the Purchaser and by PERI. PERI and the Purchaser each receive a copy of the packing slip.
- 5. Failure to take possession**
- The Purchaser has breached its obligation to take possession of the Purchased Goods if he does not collect the Purchased Goods on the agreed binding delivery date or, in the event of an agreed handover, does not agree to take possession of the goods, despite the fact that it is ready for handover. In cases where delivery periods or delivery dates are not binding, PERI may, with a notice period of two weeks, notify the Purchaser that the Purchased product is ready for collection and/or handover, if delivery has been agreed; if the Purchaser does not collect and/or take possession of the goods when the notice period has expired, the Customer is deemed to have breached his obligation to take possession of the goods.
- 6. Hand-over**
- 6.1 If the Purchaser and PERI agree that the Purchased Goods shall be handed over, the hand-over shall be decisive for the transfer of the risk of accidental loss and deterioration of the Purchased Goods. In all other respects, statutory and non-statutory rules governing contracts for work and services mutatis mutandis shall apply to an agreed handover. The handover must take place at PERI's plant or warehouse as agreed.
- 6.2 A handover protocol shall be prepared for the Purchased Goods, which shall state whether the Purchased Goods has been delivered in the agreed quantity, is clean and free from defects and deficiencies.
- 6.3 The handover shall be deemed to have taken place if the Purchaser has breached its obligation to take possession of the Purchased Goods. If the Purchaser fails to meet the agreed handover date, despite the fact that PERI has notified of the handover in good time and informed the Purchaser of the consequences of not showing up at the agreed handover time, the Purchased Goods shall be deemed to have been delivered in accordance with the contract, unless the Purchaser is not responsible for failing to attend the handover.
- 7. Prices**
- 7.1 The price of the Purchased product is stated in the respective contract or letter of acceptance. If the Purchased Goods consists of several individual parts, the total purchase price and the price payable are displayed by multiplying the specified quantity by the purchase price of the Purchased Goods.
- 7.2 In the event of changes in PERI's costs between signing the contract and delivery, in particular as a result of changes in material or commodity prices, collective agreements or other price changes at suppliers, or exchange rate changes for which PERI is not responsible and which could not have been foreseen with sufficient certainty, PERI has the right to adjust the agreed prices accordingly. The Purchaser shall be notified of a price increase. At the Purchaser's request, PERI must

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- document which factors and variables influence the price increase. If the total price increase exceeds 10%, the Purchaser may withdraw from the contract by written notice to PERI, provided this occurs within two weeks of receipt of notice of the price increase.
- 7.3 All prices are exclusive of VAT.
- 8. Terms of Payment**
- 8.1 Unless prepayment or another method of payment has been agreed, the Purchaser shall pay the purchase price 30 (thirty) calendar days after delivery and receipt of the invoice. Unless otherwise agreed, payments shall be made in NOK.
- 8.2 Instalment payments are excluded unless instalment payments are expressly agreed to in writing.
- 9. Breach of payment, Purchaser's inability to deliver**
- 9.1 If the payment deadline is exceeded, the Purchaser is in default without further reminder. The invoice amount must be received in PERI's designated account within the deadline for payment to be considered timely.
- 9.2 During the period of default, the Purchaser shall pay late payment interest in accordance with the Interests on Overdue Payments Act in force during that period. Further claims for damages remain unaffected.
- 9.3 If the Purchaser is in default of at least two payments stemming from the business relationship with PERI and it is still not paid within two weeks of the Purchaser's second default, PERI shall be entitled to consider any claim arising from the business relationship with PERI to be due.
- 9.4 If, after signing the contract with the Purchaser, it becomes apparent that the Purchaser's financial situation jeopardises the fulfilment of his contractual obligations (including, in particular, suspension of payments, filed application for the opening of insolvency proceedings, disbursement business measures), PERI shall be entitled, at its sole discretion, to withhold delivery of the Purchased Goods and/or refuse to provide other services until the Purchaser has prepaid the amount or provided appropriate security.
- 10. Reservation of ownership and transfer of ownership**
- 10.1 The Purchased Goods remains the property of PERI until the purchase price is paid in full (reservation of ownership). PERI shall at the time of the last invoice sent out have a surety paid for PERI's outstanding in Reserved Goods subject to the reservation of ownership. If PERI's liability is established in connection with a bill of exchange on the purchase price, the reservation of ownership does not cease until the payment has been received from the Purchaser.
- 10.2 As long as the purchase price has not been paid in full, the Purchaser shall not be entitled to resell the Reserved Goods subject to the reservation of ownership. The Purchaser is only entitled to resell Reserved Goods subject to the reservation of ownership if PERI expressly agrees to this in writing with the Purchaser. If, however, the Purchaser resells Reserved Goods subject to reservation of ownership, PERI shall be entitled to demand an appropriate payment from the Purchaser, determined by a competent court at the discretion of the court; this does not apply if the Purchaser proves that it is not responsible for the resale of the Reserved Goods subject to the reservation of ownership. In determining the amount by the competent court, possible damages sustained by PERI and the benefits obtained by the Purchaser shall be taken into account.
- 10.3 Redemption of individual claims on the current account does not affect the reservation of ownership.
- 10.4 The fact that PERI includes individual claims against the Purchaser in an invoice issued or sets them off against claims from the Purchaser or otherwise draws up balances does not affect the reservation of ownership.
- 10.5 If the Purchaser processes Reserved Goods subject to the reservation of ownership to a new movable facility or either combines them with part of a property (so that they become an integral part of the property) or combines them with a movable facility (so that these elements become an integral part of a uniform facility), the processing or combination is carried out on behalf of PERI without PERI being obligated to act or refrain from acting accordingly of this. If Reserved Goods subject to the reservation of ownership are processed and combined with goods not belonging to the Purchaser, PERI assumes ownership of the new goods corresponding to the value of the ownership to the Reserved Goods subject to the reservation of ownership. The value of the Reserved Goods subject to the reservation of ownership at the time of processing or combining in relation to the facilities with which the Reserved Goods subject to the reservation of ownership were combined or into which they were processed.
- 10.6 If, after processing or combination, PERI has lost ownership to the Purchased Goods or suffers other loss of rights, PERI may demand payment of the full purchase price from the Purchaser insofar as this has not yet been settled. However, this only applies if the Purchaser does not fulfil its payment obligation without undue delay after the Purchaser became aware of or should have been aware of the circumstances of loss of rights under the preceding sentence, or the Purchaser was not or is no longer bound by obligations under the purchase contract.
- 10.7 The Purchaser is obligated to store Reserved Goods subject to the reservation of ownership purchased by PERI separately from other formwork and scaffolding goods. If the Reserved Goods subject to the reservation of ownership are stored together with other Formwork and Scaffolding goods in breach of the Purchaser's obligation under the preceding sentence, and the Reserved Goods can no longer be separated from other Formwork and Scaffolding goods, PERI becomes a co-owner in accordance with relevant statutory provisions.
- 10.8 If the Purchaser is to be regarded as the sole owner or co-owner of the Purchased Goods as a result of the combination, the Purchaser shall, upon entering into the purchase contract, transfer co-ownership of the Purchased Goods to PERI, corresponding to the ratio of the value of the Reserved Goods subject to the reservation of ownership and the other Formwork and Scaffolding goods at the time of the combination. The value of the other Formwork and Scaffolding Goods shall be determined by PERI at its own reasonable discretion. In such a case, the Purchaser shall store the goods free of charge of which PERI is the sole owner or co-owner, which shall also be deemed to be Reserved Goods according to the aforementioned criteria.
- 10.9 If the Purchaser resells the Reserved Goods subject to reservation of ownership alone or in conjunction with other goods, the Purchaser shall, upon signing the purchase contract for the Reserved Goods, assign claims arising from the resale to PERI, equal to the amount of the value of the Reserved Goods subject to the reservation of ownership with all associated rights and priority, and without assigning the claim to third parties by other means or with priority. If a general transfer of claim affects the Purchaser, the claim to be transferred by the Purchaser to PERI shall be deemed to have been assigned to PERI and the Purchaser from the outset, to the extent that the

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- general assignment does not intervene, the assignment is ineffective or provides for the release of a claim. In such a case, said claims against the Purchaser and third parties are deemed to have been assigned with priority. If PERI is a co-owner of the resold Reserved Goods subject to the reservation of ownership, the transferred claim shall correspond to an amount equal to PERI's share value in the joint property. The value of the goods is determined according to the list price, which shall be determined based on PERI's reasonable discretion and taking into account the discount that the goods have been used.
- 10.10 Upon PERI's request, the Purchaser is obligated immediately to provide PERI with all information and to hand over all documents necessary for PERI to pursue its claims against the Purchaser's customers.
- 10.11 PERI authorises the Purchaser to recover the claims referred to in Clause B.I.10.10 above, subject to the revocation of this right.
- 10.11.1 PERI will not exercise its own right to recover the claim so long as the Purchaser also declares its payment obligation to any third party against whom the Purchaser has a payment claim, which is not necessarily overdue and enforceable, but which exists as a result of the Purchaser's resale of Reserved Goods subject to the reservation of ownership.
- 10.11.2 At PERI's request, the Purchaser must provide the debtor's name for the transferred claim and notify the debtor of the assignment of the claim to PERI.
- 10.12 The Purchaser must immediately inform PERI of any enforcement action taken by third parties with respect to Reserved Goods subject to reservation of ownership or with respect to assigned claims, and hand over the documents necessary to object to such measures. In the event of a payment deferral, application for or opening of insolvency proceedings, the right to resell, use or install Reserved Goods lapses subject to the reservation of ownership and the authorisation to recover transferred claims. The authorisation to collect claims also lapses by cheque or bill of exchange process. In such a case, PERI shall be entitled to collect the Reserved Goods subject to reservation of ownership.
- 10.13 PERI shall be immediately notified if a third party has seized or confiscated the Reserved Goods subject to reservation of ownership. The Purchaser shall in all cases cover any intervention costs resulting from this, unless the costs are covered by a third party.
- 10.14 If the Purchaser has combined the Reserved Goods subject to the reservation of ownership with other Formwork and Scaffolding Goods, PERI is entitled, by agreement with the Purchaser and on the basis of the invoice documentation, to first separate the Rental Objects and then Reserved Goods subject to the reservation of ownership.
- 10.15 PERI and the Purchaser shall, on the basis of invoice documentation, agree on which goods are the property of the individual. If the Purchaser does not cooperate in the process mentioned in the previous sentence, PERI is entitled to carry out the process alone with the help of an expert hired by PERI. The expert is selected by PERI on the basis of reasonable judgement. This does not apply if the Purchaser cannot be held responsible for the lack of cooperation in the process mentioned in the first sentence. If an expert is summoned, the costs associated with the expert shall be paid by the Purchaser, unless the Purchaser cannot be held responsible for lack of cooperation.
- 10.16 If securing the purchase price to which PERI is entitled from the Purchaser for an assignment pursuant to Clause 10.9 exceeds the value of the secured claim by more than 10 percentage points, PERI is obligated to make a chargeback or remission at the Purchaser's discretion. The value of the secured claim is determined by the price invoiced to the Purchaser by PERI.
- 10.17 If the Purchaser includes a claim which has been transferred to PERI as a result of a resale of Reserved Goods subject to the reservation of ownership, in a current account relationship with its customers, the account claim is to be transferred in full. After balancing, the current account claim shall be replaced by the known amount, which shall be deemed allocated up to the amount of the original claim.
- 10.18 The Purchaser may not acquire ownership of the Purchased Goods by agreeing to a legal relationship between PERI and the Purchaser which, upon entry into force, gives the Purchaser indirect ownership, unless this type of transfer of ownership has been expressly agreed in writing.
- 10.19 If a third party is in possession of the Purchase Product, the transfer of ownership may be replaced by PERI assigning it to the Purchaser's claim against the third party for the return of the Purchased Goods; however, this only applies if this has been expressly agreed between the parties in writing.
- ## 11. Quality, specifications and use of the Purchased Goods, guarantees
- 11.1 The quality of the Purchased Goods shall correspond exclusively to the specification established for each contract. It is the Purchaser's responsibility to make sure that the Purchased product is suitable for the purposes for which the product is intended to be used.
- 11.2 Information provided by PERI orally, in writing and in any other form concerning suitability, including application, treatment and other use, is provided to the best of our knowledge, but is not binding and does not relieve the Purchaser from its own investigation of the Purchased Goods as to suitability for its intended purpose. The application, processing and other uses of the Purchased product is beyond PERI's control and is therefore solely the responsibility of the Purchaser, unless expressly stated otherwise. Deviations in weight, dimensions and other technical values that do not affect the intended use are permitted and do not give the Purchaser the right to claims.
- 11.3 The Purchased Goods correspond to the intended quality if, at the time of the transition of risk, it conforms to the technical specifications described in the instructions for assembly and use that are applicable to the product at that time. For goods to be used for the production of visible concrete surfaces in accordance with the agreement with the Purchaser, the quality of the Purchased Goods shall be determined according to the criteria stated in the document Quality Criteria for Concrete Formwork prepared by Güteschutzverband Betonschalungen e.V. and according to the version applicable at the signing of the contract.
- 11.4 Guarantees, including in particular quality guarantees, shall be binding on PERI only to the extent that they (i) are included in an offer or order confirmation, (ii) expressly designated as a "guarantee" or "quality guarantee" and (iii) expressly state PERI's obligations arising from such a guarantee.
- ## 12. Rights regarding defects
- 12.1 The Purchaser's rights with regard to defects and deficiencies presuppose that the Purchaser complies with its duty to investigate and complain about defects pursuant to sections 20 and 31 of the Sale of Goods Act.
- 12.2 A complaint must be made in writing, stating the specific defect or deficiency. Defects due to incomplete delivery and other apparent defects must be notified immediately to PERI in writing, and no later than fourteen calendar days after delivery; hidden defects must be notified without

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- delay, but no later than fourteen calendar days after they are discovered. The Purchaser cannot refuse to take possession of Purchased Goods as a result of minor defects or defects and deficiencies. Defect claims that have been notified later than this will not be applicable.
- 12.3 The cost of examination of the Purchased Goods shall be borne by the Purchaser. Purchased Goods notified as defective must be made available to PERI upon request so that they can be examined by PERI.
- 12.4 Applicable legal provisions apply to the Purchaser's rights arising from defects, unless otherwise stated below.
- 12.5 If the Purchased product is defective, PERI shall, at its sole discretion, supply a new product or rectify the defective item. In the event of rectification, a new limitation period starts to run from the date of rectification of the Purchased Goods. The same applies to re-delivery.
- 12.6 Upon re-delivery, the Purchaser must return the defective Purchased Goods to PERI in accordance with applicable legal provisions.
- 12.7 Reservation of ownership in accordance with Clause B.I.10 also applies to parts to be replaced as part of the redelivery.
- 12.8 If the Purchaser has installed the defective Purchased Goods in another item or attached it to another item in accordance with its type and intended use, PERI shall reimburse the Purchaser for the necessary costs for removing the defective Purchased Goods and installing or attaching the rectified or redelivered Purchased Goods in accordance with applicable legal provisions for remedy. However, unless otherwise agreed, PERI is not obligated to remove the defective Purchased Goods and to install or attach the rectified or redelivered Purchased Goods if a remedy is made. However, this does not apply if PERI was originally contractually obligated to install or fasten the ordered goods.
- 12.9 Claims by the Purchaser for reimbursement of expenses resulting from a remedy, including in particular transport, travel, labour and material costs, may not be reimbursed to the extent that such expenses are increased due to subsequent transport of the Purchased Goods to a place other than the agreed place of delivery; PERI is entitled to invoice the Purchaser for such additional costs.
- 12.10 If remedy fails, the Purchaser may, at its sole discretion, demand a price reduction or withdraw from the contract in accordance with statutory requirements.
- 12.11 Further defect claims cannot be enforced, subject to any claims for damages limited in accordance with the provisions of Clause B.I.13 below.
- 12.12 The Purchaser may not withdraw from the contract for minor defects, which do not materially impair the use of the goods.
- 12.13 In the absence of defects, PERI is entitled to a claim on compensation from the Purchaser for costs incurred as a result of the unjustified request to remedy the defect (including in particular examination and transport costs), if the Purchaser knew or could have known that the defect did not exist.
- 12.14 The period of limitation for claims arising out of defects is three years from delivery under Section 2 of the Statute of Limitations on Claims Act (Limitation Act). The period of limitation may exceed three years for the exceptions from limitation of claims in the Limitation Act.

## 13. Liability

- 13.1 PERI is excluded from liability if the Purchaser does not use the Purchased Goods in accordance with valid assembly and operating instructions provided by PERI,

respectively.

- 13.2 PERI is liable for damages – regardless of legal basis – through intent and gross negligence.
- 13.3 In addition, PERI is also liable in cases of minor negligence for damages arising from a breach of a contractual obligation essential for the proper performance of the contract and on which the Purchaser relies on being complied with; in such cases, PERI's liability shall be limited to compensation for foreseeable, typical damages. This limitation of liability also applies to damages caused by gross negligence on the part of PERI employees or representatives who are not agencies or executive officers of PERI.
- 13.4 The limitations to liability stated above do not apply to claims for damages by the Purchaser (i) resulting from injury to life, body or health, (ii) due to fraudulently concealed defects, (iii) as a result of defects covered by a guarantee assumed by PERI for the quality of the Purchased Goods (in such case the liability provisions and the validity period resulting from the guarantee apply, if applicable), or (iv) pursuant to the Product Liability Act.
- 13.5 Further liability – regardless of legal basis – is excluded.
- 13.6 To the extent that PERI's liability is excluded or limited, this also applies to the liability of the company's legal representatives, employees and deputy agents.
- 13.7 This Clause B.13 does not reverse the burden of proof.

## 14. Miscellaneous

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

## II. Special terms for rental purchases

### 1. Rental purchases

To the extent that PERI and the Customer, at the time of signing a rental contract, during such a contract or in connection with a lease, agree that the Customer purchases the Rental Object in whole or in part (rental purchase), the purchase price – subject to deviating agreement – is calculated as follows: Original value of the Rental Object according to the PERI Rental Price List, minus a discount for used parts as determined by PERI at PERI's discretion, less rental fees paid, plus reasonable processing and financing costs.

### 2. Deficiency claims

If the Customer purchases material previously delivered by PERI on the basis of a rental agreement, in whole or in part, this is considered to be a purchase of Used Goods. The purchase is made as controlled. Any liability by PERI resulting from immaterial defects is excluded. However, this does not apply to PERI's liability for personal injury/health or for damage caused by intent or gross negligence and other liability that cannot be limited by law.

### 3. Application of PERI's Special Terms for the Purchase of New Goods

In all other cases, PERI's Special Terms for the Purchase of New Goods (Clause B.I.) shall apply accordingly.

## III. PERI's Special Terms for the Purchase of Used Goods

### 1. Deficiency claims

PERI is barred from any guarantees and defect liability for the sale of Used Goods. However, this does not apply to PERI's liability for personal injury/health or for damage caused by intent or gross negligence and other liability that

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cannot be limited by law.

## 2. Application of PERI's Special Terms for the Purchase of New Goods

In all other cases, PERI's Special Terms for the Sale of New Goods (Clause B.I.) shall apply accordingly.

## C. PERI's Special Terms for the Rental of Formwork and Scaffolding

### 1. Definitions

Unless otherwise specified, the Customer is hereinafter referred to as the "**Renter**" and PERI as the "**Rental Agent**".

### 2. Type of Rental Object

- 2.1 The Rental Object is usually previously used material.
- 2.2 The Renter has no right to receive New Goods.
- 2.3 The Rental Object is delivered in a satisfactory and functional condition.
- 2.4 If the Rental Object consists of Scaffolding, the following applies with regard to quality: The condition of the Scaffold leased by the Renter shall correspond to the criteria in the current version of the Quality criteria for Rented Formwork Directive, prepared by Güteschutzverband Betonschalung e.V.
- 2.5 Any additional requirements must be agreed in advance between PERI and the Renter, in writing. It is the Renter's responsibility to check the suitability of the Rental Object for the specific purpose. PERI does not give any guarantees or promises that the Rental Object is suitable or complete for the intended use, that it complies with relevant safety regulations, or that the Rental Object meets the requirements for environment, health and safety (EHS plan) that the Renter may have.

### 3. Calculation, payment, late payment and assignments

- 3.1 The agreed rental fee is valid for the shortest possible rental period (minimum period) according to Clause C.10.1.
- 3.2 After the expiration of this minimum period, the rental fee is calculated according to calendar days.
- 3.3 The quantity actually delivered is invoiced according to the estimated number of goods, square meters, running meter, cubic meters, lump sum per meter or height meters ("actual total quantities").
- 3.4 The rental fee per calendar day is calculated from the agreed rental fee for the minimum period divided by 30 (thirty). For example: If the agreed Rental Object is a formwork component, the rental fee for the minimum period of one month is 3000 euros, of which the fee is calculated as follows for one calendar day: 3000 euros  $. / . (1 \times 30 \text{ days}) = 100 \text{ euros}$ .
- 3.5 The start and end of the rental period are regulated in Clause C.10.
- 3.6 Rental invoices are generated at the end of a calendar month, either for the last calendar month or for the last 30 (thirty) calendar days. The invoices are paid without deduction.
- 3.7 All prices are net, and mandatory VAT must be paid.
- 3.8 No discounts are given on invoices for rental fees. If the Renter issues an authorisation for a SEPA (single Euro payment area) corporate direct debit, a 2% discount will still be given on the invoice.
- 3.9 Cheques are only accepted as a result of payment from PERI.

- 3.10 Interest is charged on late payments in accordance with the Interests on Overdue Payments Act.
- 3.11 The Renter is not entitled to withhold payment unless the counterclaim on which the claim is based has been finally settled by a binding judicial decision or acknowledged by PERI or arises out of the same contractual relationship.
- 3.12 Claims against PERI may only be assigned by the Renter to third parties with PERI's prior written consent, regardless of their legal basis.

### 4. Supplementary services

- 4.1 The Renter can order paid supplementary services from PERI. These include, in particular:
  - Engineering services (operating cycles during the construction phase, planning for the use of Formwork, planning for the use of Scaffolding, preparation of final and revised basic static calculations, consultation in connection with Formwork coordination at the construction site etc.);
  - Transportation services;
  - Formwork pre-assembly and dismantling;
  - Instructions for handling Rental Objects;
  - Return of the Rental Object to the construction site;
  - Cleaning of Rental Objects;
  - Repair of damage due to improper handling; and
  - Disposal
- 4.2 The costs of the supplementary services shall be covered by the Renter.
- 4.3 No discounts are given on supplementary services. If the Renter issues an authorization for a SEPA (single Euro payment area) corporate direct debit, a 2% discount will still be given on the invoice.
- 4.4 Apart from this, "**PERI's Special Terms for Special Pre-assembly of Formwork Systems**" (Clause D), "**PERI's Special Conditions for Pre-assembly of Formwork Systems on PERI's plant or construction sites**" (Clause E), "**PERI's Special Terms for Engineering and Construction Calculation Services**" Clause F", "**PERI's Special Terms for Orientation and Plan Comparison**" (Clause G) and "**PERI's Special Terms for Transport Services**" (Clause H).

### 5. Handover/examination of Rental Objects

- 5.1 The Rental Object is made available for collection in several parts at the Renter's request. The Renter must notify PERI of his desire to collect the Rental Object at least 5 (five) working days before the scheduled pick-up day.
- 5.2 PERI prepares the Rental Object for collection by the Renter at the Weissenhorn facility or at the agreed warehouse, unless otherwise agreed in the contract.
- 5.3 A packing slip (two copies) is added to the delivery by PERI. The delivered parts of the Rental Object are specified with the number and product type on the packing slip attached to the shipment. After the Rental Object has been handed over to the Renter, the Renter must examine the Rental Object immediately with regard to compliance with the specifications on the packing slip, completeness and functionality.
- 5.4 The packing slip is signed by the Renter or a representative of the Renter at the time the Rental Object is handed over to the Renter.
- 5.5 The Rental Object shall be received by the Renter unless a major defect is found.
- 5.6 Partial deliveries from PERI are permitted. Should partial deliveries take place, PERI will notify this.
- 5.7 PERI shall be notified immediately in writing of missing or defective parts. If the Renter fails to notify PERI, the

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delivery is considered accepted unless the defect was not visible during the examination. This does not apply to cases where partial execution is specified and provided by PERI.

- 5.8 If the defect was not visible at the time of handover and is only discovered later, the Renter must notify PERI of the defect immediately after it was discovered; the notification must be made in text (letter, fax or e-mail).

## 6. Transfer of risk, shipping and packaging and costs of shipping, packaging and waiting time

- 6.1 If the Renter itself or a carrier or freight forwarder representing the Renter takes over the Rental Object, the Renter is responsible for the transport risk from the time of transfer of the Rental Object to the carrier or freight forwarder or to the Renter itself.
- 6.2 To the extent that PERI owns its own transport and transports the Rental Object, PERI bears the transport risk until handover to the Renter takes place.
- 6.3 The mode of delivery, packaging and shipping route shall be governed by PERI's packaging requirements. These can be found online ([www.peri.de/agb](http://www.peri.de/agb)) and can also be made available by PERI upon request.
- 6.4 The Renter shall cover transport costs, shipping costs, packing costs and any costs for loading and unloading. Furthermore, the Renter shall cover the costs of waiting time when loading and unloading at the construction site if such periods exceed two hours, unless the Renter is not responsible for such waiting time.

## 7. Use of the Rental Object

- 7.1 During use of the Rental Object, the Renter must comply with the rules specified in the assembly and operating instructions as well as applicable laws on working environment and safety. Assembly and operating instructions are given to the Renter free of charge together with the Rental Object.
- 7.2 The Renter bears the risk of using the Rental Object together with its own parts or parts from another manufacturer.
- 7.3 The Renter is responsible for correct and proper storage, ongoing cleaning and final cleaning, maintenance of formwork shells, use of solvents and compliance with the accompanying assembly and user manual, product data sheets and operating instructions (including those relating to accessories).
- 7.4 The Renter is obligated to handle the Rental Object carefully and appropriately and to take necessary measures to ensure that the usefulness of the Rental Object is not reduced. Proper use by the Renter requires compliance with the current Use and Maintenance Instructions prepared by Güteschutzverband Betonschalungen e.V. / PERI's User Manual. The instructions are given to the Renter free of charge before signing the contract.
- 7.5 To the extent that damage is caused by the usage during the rental period or the Renter's sphere of risk, the duty of maintenance and repair during the rental period rests with the Renter. Damage to the Rental Object due to incorrect use shall be compensated in accordance with applicable legal provisions.
- 7.6 If the Rental Object is a Scaffold, the following applies to the use of the Rental Object in addition to Clauses C.7.1 – 7.4: The Scaffolding shall only be used in accordance with the assembly and user manual as well as relevant standards, in particular Scaffolding

Directives DIN 4420 and DIN EN 12811-1. Non-compliance releases PERI from liability for any damages arising from such misuse.

## 8. Monitoring and safety obligations

- 8.1 The Renter must continuously monitor the Rental Object at the point of use and dispose of defective parts, including in particular parts that do not comply with the requirements of the assembly instructions/user manual.
- 8.2 The Renter must carefully secure and protect the Rental Object against theft. In the event of theft, embezzlement or other unlawful placement, the Renter is obligated to notify PERI and the competent supervisory authority immediately in writing of the theft, embezzlement or other unlawful placement. In the event of theft, embezzlement or suspicion of another criminal act related to the Rental Object, the Renter shall report to the police and file a complaint about all potential offences as soon as signs are discovered that a criminal offence has taken place related to the Rental Object or the Renter assumes such acts have taken place. A copy of the police report will be sent to PERI immediately after the report has been made.
- 8.3 The Renter must ensure that the Rental Object is protected against damage due to fire, water and weather.

## 9. Deadlines and dates

- 9.1 Absolute or relative transactions related to PERI's performance obligations exist only if expressly agreed in writing.
- 9.2 Delivery deadlines or other dates are only binding on PERI if expressly stated as "binding" in the contract.
- 9.3 Delivery periods begin to run only after the details of the execution have been clarified. Compliance with agreed delivery periods presupposes that the Renter fulfils all relevant necessary contractual and cooperation obligations.
- 9.4 Four weeks after a non-binding deadline has been exceeded, the Renter may ask PERI in text form (letter, fax or e-mail) to deliver within a reasonably specified additional deadline. PERI is only in default when this request is received. In the event of PERI's default, the Renter may only withdraw from the contract after the additional deadline set by the Renter has not been met.
- 9.5 The delivery obligations are subject to the proviso that PERI itself receives its deliveries correctly and on time, unless PERI is responsible for incorrect or late delivery to itself.
- 9.6 Obstacles due to force majeure or other unforeseen obstacles for which PERI is not responsible, such as work stoppages, strikes, lockouts, government prohibitions and energy and transport problems, will postpone deadlines corresponding to the duration of the impediment. The same applies if such an impediment arises with any of PERI's precontractors or subcontractors. PERI is not responsible for the aforementioned circumstances even if they occur during an ongoing delay. PERI will inform the Renter as soon as possible if such impediments occur and of the estimated duration of the impediment. If the obstruction lasts for six weeks or more, both parties can withdraw from the contract.
- 9.7 In the event of minor negligence, any damage caused by a delay shall be limited to 0.5% of the contract price of the delayed delivery for each full week of the delay, but not more than 5% of the contract price.
- 9.8 The contract price referred to in Clause C.9.8 is the rental fee for three months or, if the period is shorter, the fixed rental period agreed with the Renter. Beyond this, the general limitations of liability in Clause C.15 shall apply.

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## 10. Duration of the rental

- 10.1 The minimum rental period is one month, which corresponds to 30 (thirty) calendar days.
- 10.2 The rental period commences on the day the Rental Object leaves PERI's warehouse. The rental period ends when the Rental Object returns to PERI's contractually agreed rental warehouse. If no rental warehouse has been stipulated in the rental agreement, the rental warehouse is the warehouse closest to the construction site to which the Rental Object was delivered.
- 10.3 If the Renter has taken over the transport of the Rental Object, and the Rental Object is picked up by the Renter later than the day agreed in the contract as a result of reasons for which the Renter is responsible, the rental period starts to run from the day PERI was ready to send the goods.
- 10.4 If the Rental Object is to be pre-assembled at the construction site, the lease period starts to run upon handover to the Renter. The handover takes place at the time the Renter approves pre-assembly.
- 10.5 The Renter bears the risk of using the rented material. Loss of rental fees or reduction in rental fees will not be granted by PERI as a result of holidays, bad weather or technical downtime. PERI's legal liability for breaches of duty hereby remains unaffected.

## 11. Deficiency claims

- 11.1 The Renter must immediately notify PERI of any defects in the Rental Object.
- 11.2 PERI is only liable for defects that existed at the time of handover if they have arisen due to a circumstance for which PERI is responsible.
- 11.3 If the Rental Object has a defect which renders it unsuitable for the use specified in the contract, PERI is entitled, at its sole discretion, to remedy the defect by instead of supplying a new Rental Object. In this case, delivery of the new Rental Object and collection of the defective Rental Object shall take place at PERI's expense.
- 11.4 The Renter's claim arising from defects is barred as long as PERI is prevented from investigating the alleged defect, or evidence requested by PERI is not made available so that PERI can investigate and verify the defect. In such cases, it is sufficient that the defective item is made available to PERI and the defect and its cause can be inferred from it.
- 11.5 Except in cases of imminent danger, the Renter may not, without PERI's written consent, remedy defects itself or have them rectified. In this context, PERI shall only cover the costs that PERI itself would have incurred.
- 11.6 In the event of a breach of Clause C.19, PERI is only liable for damage claims or own repairs and compensation for necessary expenses if PERI is guilty of wilful misconduct or gross negligence.
- 11.7 The Renter may, with PERI's written consent, repair the defects itself or make arrangements for the same. PERI only covers the costs that PERI itself would have incurred in such a case.

## 12. Signage and advertising

- 12.1 PERI has the right to affix advertisements for its company and products on banners, signs, posters and similar objects of a size determined by PERI and in a visible place on the Rental Object. The employability of the Rental Object should not be affected in such a way that this leads to inconvenience for the Renter.
- 12.2 PERI has the right to photograph the objects on which work is carried out using PERI's Scaffolding and/or

Formwork, and to use them in its own advertisements together with the Renter's name, in any form, such as in catalogues, prospectuses, on reference lists, on its websites (and www.peri.ru), social media platforms and similar sites. If there is a copyright attached to the object, the Renter shall, at the request of PERI, try to arrange for PERI to obtain the relevant rights of use from the client.

- 12.3 The Renter must ensure that the advertisement attached by PERI is not damaged or misplaced.
- 12.4 Placing advertisements from the Renter, the Client or third parties on the Rental Object requires PERI's prior approval, if such application requires interference with the contents of the Rental Object. The Renter's advertisements shall in no case in whole or in part hide or cover up the advertisement from PERI.

## 13. Subletting, lending and transfer of the Rental Object

- 13.1 The Renter is not entitled to rent out or lend the Rental Object or parts of the Rental Object to a third party or to otherwise transfer possession of the Rental Object or parts of the Rental Object to third parties (hereinafter **Transfer of Rental Object**). Any Transfer of the Rental Object requires prior consent from PERI. Use of the Rental Object by one of the Renter's subcontractors active on the construction site agreed in the rental contract does not require approval in accordance with the preceding sentence, provided that the Rental Object is used by the subcontractors exclusively on the construction site agreed in the rental contract.
- 13.2 The Renter hereby assigns to PERI all claims the Renter may have against a third party as a result of the Transfer of the Rental Object, and PERI accepts this transfer. The Renter hereby transfers to PERI the Renter's claims arising against third parties through possession of the Rental Object or parts of the Rental Object, and PERI accepts this transfer.
- 13.3 The Renter shall immediately notify PERI if the Rental Object or parts of the Rental Object are seized or otherwise affected. The Renter must also immediately notify PERI of any applications for foreclosure auctions and forced administration with respect to the property on which the Rental Object is located or associated buildings or facilities.
- 13.4 The Renter is not entitled to transfer or move the Rental Object or parts of the Rental Object to a location other than that mentioned in the rental contract, unless PERI has previously given written consent to this. Violation of the preceding provision shall trigger a fine. The fine shall be determined by PERI at its reasonable discretion and shall be reviewed by the responsible court in the event of a dispute. In addition, PERI reserves the right to claim higher damages for injury inflicted.

## 14. Return

- 14.1 Return of the Rental Object ("**Return**") is carried out by the Renter itself, unless otherwise expressly agreed in writing at the time of entering into the contract.
- 14.2 Return is made at the Renter's expense and risk. PERI may, if expressly agreed, arrange transportation for the Renter and book a transport company for this purpose. If the transport company takes over the return transport, the Renter shall bear the transport risk. If PERI carries out the return transport of the Rental Object as an additional service (clauses C.4 and H), PERI assigns to the Renter its claims for compensation against the carrier or freight forwarder as a result of the return of the Rental Object. In all other cases, PERI is liable in accordance with Clause C.19.

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- 14.3 PERI can determine the type of shipment and packaging for the Return. At the time of Return, packaging supplied by PERI (mesh boxes, euro palletes etc.) shall be used and returned.
- 14.4 Return deliveries shall be made to the PERI rental warehouse referred to in the contract (hereinafter referred to as "**Place of Return**") unless otherwise explicitly stated.
- 14.5 If, at PERI's request, the Rental Object is returned to a place other than the Place of Return, PERI will cover any additional transportation costs incurred.
- 14.6 Transport insurance is only concluded at the explicit request of the Renter and the costs for this shall in such case be covered by the Renter.
- 14.7 The Renter must return the rental material in its complete, original technical condition without any damage other than normal wear and tear, in cleaned and reusable condition, disassembled, bundled together according to dimensions, palletized and laid correctly for unloading by forklift.
- 14.8 Mechanical parts such as spindles or screws lubricated by PERI prior to handover must be re-lubricated before returning them.
- 14.9 If parts of the Rental Object have been lost or have become unusable or damaged during the rental period as a result of the Renter's use, the Renter shall notify PERI immediately after becoming aware of this. Those parts of the Rental Object that can no longer be repaired, even with reasonable expenses, are considered unusable. The Renter must additionally cover the cost of disposing of unusable parts.
- 14.10 The Renter must ensure that rented objects of the same type are not mixed together. If rental, purchased and other objects are mixed, the Renter must specify what are Rental Objects, what are Purchased Goods and what are Other objects. In case of doubt, PERI shall be entitled to separate the objects which shall be deemed to be Rental Objects from the mixed objects at its discretion and may require the return of such Rental Objects at the end of the rental contract.
- 14.11 The Renter must fill in the return slip provided by PERI upon the Renter's Return. The Renter must specify the quantity and article description of the parts that are Returned on the return slip that comes with the shipment. The return slip must be handed over to PERI at the latest upon return of the Rental Object, and must be signed by the Renter.
- 15. Control checks upon return**
- 15.1 After delivery of the Rental Object to the Place of Return or another unloading point agreed between the Renter and PERI, the Rental Object is counted and a check is made to see whether the Rental Object corresponds to the conditions for return referred to in clauses C.14.7 and C.14.8 and to the specifications on the return slip (hereinafter referred to as "**Return Control**"). To the extent permitted by normal business operations, the Return Control is carried out immediately after receipt of the Return.
- 15.2 If the Renter himself or a representative appointed by him is present when the Return is checked, a record is drawn up for the Return. The Renter and PERI shall sign the protocol. In case of disagreement about the results of the Return Control, this must be noted in the protocol.
- 15.3 If the Renter himself or a representative appointed by him is not present at the time of inspection of the Return, the PERI prepares a written report on the Return. The Renter has the right to prove that PERI has not prepared a correct report.
- 15.4 If the Return Control cannot be carried out immediately after receipt of the Return due to time constraints or other reasons, PERI is entitled to carry out the check at a later date ("**Subsequent Return Control**"). In this case, PERI will document the Return and prepare a Return Slip from the later Subsequent Return Control and send this to the Renter. At the request of the Renter, PERI will inform the Renter in advance of the date of the Subsequent Return Control.
- 16. Cleaning and maintenance**
- The Renter is responsible for cleaning and maintaining the Rental Object. For cleaning and maintenance of Formwork, our user manual for handling and maintenance of Formwork Systems shall apply.
- 17. Retrieval**
- 17.1 If, in exceptional cases, it has been agreed that PERI will retrieve the Return, the Renter and PERI must agree on the exact handover time three working days before retrieval of the Rental Object.
- 17.2 If the Renter cannot arrange pick-up due to circumstances for which the Renter is responsible, the rental period shall be extended accordingly. In this case, the Renter must cover the cost of the new transport.
- 17.3 If the Rental Object is not picked up by PERI's partners on the agreed day and at the agreed time, the Customer may immediately request a new collection by telephone or in writing. The Renter's monitoring and safety obligations pursuant to Clause C.8 continue to apply until the Rental Object has been retrieved.
- 17.4 PERI shall give notice of the collection of the Rental Object in good time. At the time PERI collects the Rental Object, the Rental Object shall be complete, in its original technical condition without any damage other than normal wear and tear, in cleaned and reusable condition, dismantled, bundled together according to dimensions, palletized and laid correctly for unloading with a forklift. The Rental Object must be loaded carefully at the Renter's expense. Otherwise, PERI will separately calculate corresponding mandatory waiting times. If pick-up is delayed by more than two hours due to reasons for which the Renter is responsible, PERI shall be compensated separately for waiting periods exceeding two hours.
- 18. Early termination of contract**
- 18.1 PERI has the right to terminate the contract and all other existing contracts and exercise its right to demand the return and to collect the Rental Object if:
- The Renter is delayed in whole or in part in paying at least two consecutive monthly rental fees, in which case by at least 10% of the total rental fee agreed for the rental period, and PERI has unsuccessfully granted the Renter a two-week deadline for payment of the delayed amount;
  - The Customer's bill of exchange or cheque is disputed by the Renter or third parties, and PERI has unsuccessfully granted the latter a two-week deadline for payment of the delayed amount;
  - an application has been made for insolvency or bankruptcy proceedings commenced for the Renter's assets, in which case any trustee rights after the insolvency remain unaffected; or
  - The Rental Object is not used or maintained properly or in accordance with PERI rules despite reminders being issued. In addition, no warning is required for gross careless handling.

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- 18.2 PERI has the express right to enter the construction site to collect the Rental Object in the situations specified in Clause C.18.1.
- 18.3 PERI may demand advance payment of the rental fee from the Rental Agent if the Renter's inability to pay is evident on the basis of objective circumstances and endangers the PERI's claim. The Renter agrees to inform PERI immediately if significant circumstances arise that call into question the Renter's performance of contract (e.g. payment interruption, forced recovery or protest on invoice).
- 18.4 PERI must demand in writing an advance payment from the Renter pursuant to Clause C.18.3 no later than the end of the 10th (tenth) day of the current calendar month, in order to claim an advanced payment for the following month. If PERI has demanded the advance payment within a reasonable amount of time as provided for in the preceding sentence, the Renter is obligated to pay the rental fee for the following month no later than the 20th (twentieth) of the current month. The payment according to the preceding sentence shall be made in a timely manner when received by PERI within the deadline according to the preceding sentence.
- 18.5 If the Renter is in default with respect to advance payments payable pursuant to clauses C.18.3 and C.18.4, PERI is entitled to terminate the rental contract with the Renter pursuant to Clause C.18.1 without prior notice.
- 18.6 The Renter must cover the costs incurred by PERI as a result of the return of the Rental Object as a result of the termination of the contract pursuant to Clause C.18.1 and Clause C.18.4.
- 18.7 After termination of contract without prior notice, PERI is entitled to a claim on compensation for damages in addition to the rental fee remaining.
- 18.8 Upon termination of contract, further use of the Rental Object is not permitted. If the Renter continues to use the Rental Object after the expiry of the rental period, the contract shall not be deemed to have been extended.

## 19. PERI's liabilities

- 19.1 PERI is excluded from liability when the Renter does not use the Rental Object in accordance with valid assembly and operating instructions provided by PERI.
- 19.2 PERI shall be liable for damages – regardless of legal basis – exclusively in cases of willful misconduct or gross negligence and other matters that cannot be lawfully limited.
- 19.3 In addition, PERI shall also be liable in cases of minor negligence for damages arising from a breach of a contractual obligation essential for the proper performance of the contract and on which the Purchaser can rely on to be complied with; in this case, PERI's liability shall be limited to compensation for foreseeable, typically occurring damages. This limitation of liability also applies to damages caused by gross negligence on the part of PERI employees or agents who are not agents, agencies or executive officers of PERI.
- 19.4 The limitations of liability listed above do not apply to claims for damage by the Purchaser (i) resulting from injury to life, body or health, (ii) due to fraudulently hidden defects, (iii) as a result of defects covered by a guarantee assumed by PERI for the quality of the Rental Object (in such cases the liability provisions and the validity period resulting from the guarantee apply, if applicable), or (iv) pursuant to the Product

Liability Act.

- 19.5 Any further liability – regardless of legal basis – is excluded.
- 19.6 To the extent that PERI's liability is excluded or limited, this also applies to the liability of the company's legal representatives, employees and deputy agents.
- 19.7 Clause C.19 does not reverse the burden of proof.
- ## 20. Renter's liabilities
- 20.1 The Renter is not authorised to use the Rental Object after the expiry of the rental period. If the Renter continues to use the Rental Object, PERI is entitled to a claim on compensation from the Renter for damage and use.
- 20.2 The Renter is liable for damages to PERI in accordance with applicable legal provisions if the Renter does not return the Rental Object at the end of the rental contract or does not return the Rental Object in the condition described in clauses C.14.7 and 14.8, unless the Renter is not responsible for this.
- 20.3 To the extent that the Renter must pay compensation for damage to PERI due to non-return, total loss, unusability or loss of the Rental Object, the damage is calculated according to the list price of the Rental Object with a 20 per cent discount, unless otherwise agreed.
- 20.4 If the Renter has to pay compensation to PERI as a result of damage to the Rental Object, PERI may claim compensation for repair costs of up to 100% of the Rental Object's original value specified in PERI's rental price list in force at the signing of the contract.
- 20.5 The Renter is obligated to take out sufficient insurance coverage to cover the entire value of the Rental Object. The insurance must at least cover the risk of theft, damage from fire and water, damage caused by adverse weather conditions and damage due to business interruptions as a result.
- 20.6 In the event of damages, the Renter is obligated to transfer his insurance to PERI on request.
- 20.7 PERI's claim for payment of rental fees accrued up to the time the damage occurs remains unaffected.

## 21. Miscellaneous

Beyond this, the provisions of the Terms and Conditions pursuant to Clause A shall apply.

## D. PERI's Special Terms for Special Pre-Assembly of Formwork Systems

### 1. Generalities and terminology

- 1.1 Unless otherwise agreed, the Customer is hereinafter referred to as the "Purchaser".
- 1.2 Some of PERI's products, such as climbing formwork systems or formwork trolleys for tunnel formwork, can be supplied in single parts or prepared for use. If the Purchaser agrees that PERI performs pre-assembly (hereinafter referred to as "Pre-Assembly of Formwork Systems" and "Pre-Assembly"), the following terms shall apply:
- 1.3 These Special Terms for the Pre-Assembly of Formwork Systems apply to the pre-assembly and dis-assembly of formwork materials and formwork components, which are carried out on construction sites.
- 1.4 The other provisions of the Terms and Conditions, including in particular for the use of supervisors, repairs and approvals for delivery and return, are not affected by these Special Terms for Special Pre-Assembly of Formwork Systems.

### 2. General Performance Description for

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## Special Pre-assembly of Formwork Systems

- 2.1 The purpose of the pre-assembly of formwork systems is to assemble special formwork products, such as support structures, climbing formwork systems, tunnel formwork vehicles, work and safety scaffolding, support frames and other special formwork systems, which are usually delivered to the construction site in single parts and must be assembled at the construction site prior to use. Pre-assembly of formwork systems also includes rebuilding and dismantling the special formwork products referred to in the preceding sentence to the extent agreed between PERI and the Purchaser.
- 2.2 PERI performs pre-assembly with technically skilled mechanics and subcontractors and uses its own tools.
- 2.3 To the extent that PERI is required to carry out pre-assembly, PERI will provide the assembly plans to the Purchaser within a reasonable time before the start of assembly. The assembly plans must be drawn up in accordance with any approved technical standards for the service. The Purchaser must examine and check the assembly schedules within a reasonable time from receipt. He must countersign the plans immediately after reviewing them and then return them to PERI. Returning the plans is considered acceptance of the assembly plans. PERI shall be immediately notified in writing if changes to the assembly plans are required. If the Purchaser does not submit signed plans or information on change requirements to PERI within a reasonable time, even after PERI has requested them, the plans are deemed approved unless they are not suitable for approval.
- 2.4 PERI does not provide any construction services.
- 2.5 The exact scope of work on pre-assembly services is agreed in the contract.

## 3. Deadlines and dates

- 3.1 If binding written deadlines have been agreed for the pre-assembly works, these only begin to run after the Purchaser has fulfilled all its cooperation obligations.
- 3.2 If PERI fails to complete pre-assembly works within agreed deadlines, the Purchaser must set an appropriate additional deadline. The Purchaser may withdraw from the contract if the additional deadline set by the Purchaser in accordance with the preceding sentence has not been complied with. Claims for compensation for damages caused by delay shall be determined in accordance with Clause E.8.
- 3.3 If the Purchaser requests modifications to the special formwork products that PERI shall pre-assemble pursuant to Clause D.2.1 (hereinafter referred to as "**Subsequent Change Requests from the Purchaser**"), these will be made by PERI at the Purchaser's expense to the extent possible and reasonable.
- 3.4 Subsequent Change Requests from the Purchaser extend the agreed deadlines in accordance with the effect of the change request.
- 3.5 The deadline for pre-assembly is deemed to have been met if the pre-assembly service is ready so that the Purchaser can take over the pre-assembly.
- 3.6 In the event of delays or interruptions during the pre-assembly for which the Purchaser is responsible, all postponements of deadlines and additional costs, including in particular the costs of waiting time and additional travel and accommodation costs, shall be borne by the Purchaser.

- 3.7 Obstacles due to force majeure or other unforeseen obstacles for which PERI is not responsible, such as work stoppages, strikes, lockouts, government prohibitions, war, embargoes, epidemics, pandemics and operational disruptions, extend the deadlines and postpone the deadlines corresponding to the period for which the obstacle persists beyond a reasonable start-up period. PERI is not responsible for the aforementioned circumstances even if they occur during an ongoing delay. PERI will inform the Purchaser as soon as possible if such impediments occur and of the estimated duration of the impediment. If the obstacle lasts for six weeks or longer, both parties can withdraw from the contract.

## 4. Occupational safety and accident prevention

- 4.1 After ordering formwork pre-assembly, the Purchaser must immediately appoint a responsible site manager, a safety and health coordinator and a safety expert.
- 4.2 After the Purchaser has ordered the pre-assembly of formwork systems, and before pre-assembly has commenced, the Purchaser shall inform the persons who will carry out pre-assembly work on the construction site (hereinafter referred to as "**PERI Employees**") of the local surroundings, the health and safety plan, information on emergency exits, first aid and fire protection and other potential hazards on the construction site.
- 4.3 The Purchaser supplies and installs the necessary fall protection equipment and support devices at its own expense and risk at all workplaces and traffic routes on which PERI performs services.
- 4.4 Tests shall be carried out by the Purchaser at own expense.
- 4.5 Unless otherwise agreed, the Purchaser shall bear the cost of the measures necessary to protect persons and materials at the site where pre-assembly is being carried out.

## 5. The Purchaser's obligation to cooperate

- 5.1 The Purchaser must obtain all permits required for pre-assembly of the formwork system well in advance of the commencement of the agreed pre-assembly.
- 5.2 The Purchaser must meet all preliminary requirements so that PERI can carry out the pre-assembly completely, without delay, without prejudice to the interests of third parties and in compliance with all relevant legal requirements. The cooperation obligation arising from these Terms and Conditions are not exhaustive; they merely describe the Purchaser's typical contractual obligations. Additional obligations for the Purchaser may follow from the individual agreement.
- 5.3 In particular, the Purchaser shall provide the following services at own expense:
  - 5.3.1 Preparation of all necessary support and stability certificates for the erection of Formwork on buildings or other substrates;
  - 5.3.2 Preparation of anchoring certificates for climbing system suspension points in order to install the Formwork on buildings;
  - 5.3.3 Preparation of uniform, fixed storage and pre-assembly areas of sufficient size and for erection of Formwork material in a suitable position;
  - 5.3.4 Preparation of radio sets for communication with crane operators when necessary;
  - 5.3.5 Loading, unloading and dismantling of loose and/or pre-assembled Formwork parts;
  - 5.3.6 Check that all Formwork parts delivered are whole and undamaged; The Purchaser will document what is contractually necessary but missing or defective Formwork

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- parts, and notify PERI in writing thereof;
- 5.3.7 Protection of the Formwork against theft and damage;
- 5.3.8 Take responsibility for site transport and transport between the warehouse, assembly plant and assembly site of the pre-assembled Formwork material;
- 5.3.9 Preparation of required forklifts for cargo collection (e.g. cranes and forklifts) and passenger transport (hydraulic lift platforms) with the required lifting force and coverage area;
- 5.3.10 Provision of heated and illuminated break rooms and sanitary rooms, as well as daytime accommodation, tool containers and water for PERI staff;
- 5.3.11 Setup of power connections for single-phase 230 V and three-phase 400 V / 50 Hz, 32 A on site for pre-assembly;
- 5.3.12 Setup of adequate waste disposal for strip steel, foil, cardboard, paper, wood and metal parts and construction waste.
- 5.4 The Purchaser is responsible for levelling work, axis surveying and or other dimensional anchoring points at the time of first use. Fine adjustments of pre-assembled formwork materials are made by the Purchaser.
- 5.5 PERI keeps a site log during site operations. The Purchaser will check and confirm the site log maintained by PERI at least once a week in written form.

## 6. Handover of special pre-assembly of Formwork, defects and commencement of the rental period

- 6.1 The Purchaser is obligated to take over the pre-assembly service in accordance with the contract as soon as PERI notifies that the agreed pre-assembly has been completed, and without delay. The Purchaser only has the right to refuse handover if there are major defects in the pre-assembly. The Purchaser must take over the pre-assembly according to the contract regardless of any technical or official checks that the Purchaser carries out together with a third party.
- 6.2 By taking possession of the pre-assembly, the Purchaser confirms that the total delivery is complete and functional.
- 6.3 A Handover Protocol shall be prepared, to be signed by both parties. Defects or damage to objects that PERI has pre-assembled shall be recorded.
- 6.4 If it is determined that the pre-assembly has not been carried out in accordance with the contract, PERI is entitled to carry out remedial works. If the defects have not been rectified within a reasonable time, the Purchaser may, at its discretion, demand a price reduction or withdraw from the contract for the provision of pre-assembly services. The Purchaser may not assert any further claims, except for any claims limited pursuant to Clause D.8 below.
- 6.5 Handover shall also be deemed to have taken place if the Purchaser's handover is delayed and the pre-assembly is not encumbered with major defects. In particular, if the Purchaser does not show up at the agreed handover date, even if PERI has summoned the Purchaser in good time and informed about the consequences of the Purchaser not showing up at the agreed time, the pre-assembly shall be deemed to have taken place, unless the Purchaser's failure is not due to circumstances for which the Purchaser is responsible. The same applies if the handover has not taken place two weeks after notification has been given that the pre-assembly has been completed,

- 6.6 provided this is due to reasons for which the Purchaser is responsible.  
Clause C.10 applies at the beginning of the rental period insofar as the Special Formwork products are subject to a rental fee.

## 7. Return at time of disassembly

- 7.1 PERI and the Purchaser shall carry out a visual inspection of the object to be dismantled before demolition, dismantling and rebuilding commences.
- 7.2 Visible damage found on or to the rented products by visual inspection carried out pursuant to Clause D.7.1 and which has developed during the rental period, including apparently missing or damaged parts, is recorded in writing in the inspection notes and documented by means of photographs. The Purchaser then confirms the accuracy of the statement in the notes.
- 7.3 PERI may claim compensation from the Purchaser for damage not detected by visual inspection and which has developed during the rental period, within 8 weeks after the visual inspection. It is sufficient that PERI sends a letter to the Purchaser informing it of the damage subsequently discovered and the costs required to remedy these, in order to claim compensation in accordance with the preceding sentence.

## 8. PERI's liabilities

- 8.1 PERI shall be liable for damages – regardless of legal basis – exclusively in cases of willful misconduct or gross negligence.
- 8.2 In addition, PERI shall also be liable in cases of minor negligence for damages arising from a breach of a contractual obligation essential for the proper performance of the contract and on which the Purchaser can rely on to be complied with; in this case, PERI's liability shall be limited to compensation for foreseeable, typically occurring damages. This limitation of liability also applies to damages caused by gross negligence on the part of PERI employees or agents who are not agents, agencies or executive officers of PERI.
- 8.3 The limitations of liability listed above do not apply to claims for damage by the Purchaser (i) resulting from injury to life, body or health, (ii) due to fraudulently hidden defects, (iii) as a result of defects covered by a guarantee assumed by PERI for the quality of the goods (in such cases the liability provisions and the validity period resulting from the guarantee apply, if applicable), or (iv) pursuant to the Product Liability Act.
- 8.4 Any further liability – regardless of legal basis – is excluded.
- 8.5 To the extent that PERI's liability is excluded or limited, this also applies to the liability of the company's legal representatives, employees and deputy agents.
- 8.6 This Clause D.8 does not reverse the burden of proof.

## 9. Purchaser liability

- 9.1 The Purchaser is liable for damages suffered by PERI as a result of a negligent or willful breach of its duty to cooperate under relevant legal provisions.

## 10. Additional expenses

- 10.1 If pre-assembly services are reasonably interrupted or not commenced due to improper structural conditions, organization of the construction site or are otherwise occasioned by the Purchaser, the Purchaser shall bear PERI's necessary additional expenses.
- 10.2 The Purchaser must also pay PERI separately for the additional expenses not included in the order issued, in

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particular additional expenses for altered pre-assembly, and for unforeseen difficulties falling within the Purchaser's area of responsibility. Insignificant additional expenses shall be ignored and shall not be paid separately.

## 11. Personnel liability

PERI provides no guarantees and accepts no liability for negligent conduct by persons provided by the Purchaser. Such persons are considered deputy agents of the Purchaser.

## 12. The validity of PERI's Terms for Sale and Rental

In addition to these special terms, PERI's Special Terms for the Sale of Formwork and Scaffolding (Clause B) and/or PERI's Special Terms for Formwork and Scaffolding Rental (Clause C) shall apply to the use of pre-assembled Special Formwork Products.

## E. PERI's Special Terms for Pre-Assembly of Formwork Systems at PERI's construction sites

### 1. Scope of application and definitions

- 1.1 PERI's Special Terms for Pre-Assembly of Formwork Systems on PERI sites shall apply to pre-assembly agreed between PERI and the Purchaser that are not pre-assembled Formwork Systems as described in Clause D.2. These must be carried out at PERI's sites.
- 1.2 Unless otherwise agreed, the Customer is hereinafter referred to as the "Purchaser".

### 2. General Performance Description for Pre-assembly of Formwork Systems at PERI Sites

The purpose of pre-assembly of Formwork Systems at PERI sites is the assembly of Formwork Systems at the PERI site.

### 3. Pre-assembly plans

- 3.1 Pre-assembly plans may be drawn up by the Purchaser or, if ordered separately, by PERI. If the Purchaser submits plans for the pre-assembly to PERI, PERI will perform the pre-assembly according to these plans. PERI does not review the Purchaser's pre-assembly plans and assumes no responsibility for the correctness of the plans prepared by the Purchaser. PERI shall notify the Purchaser of any obvious defects that prevent PERI from performing these services. If the pre-assembly plans are to be drawn up by PERI in accordance with the contract, the clauses of PERI's Special Terms for Engineering and Construction Calculation Services (Clause F) shall apply.
- 3.2 If Formwork pre-assembly is to be carried out at a PERI site in accordance with the contract, the Purchaser shall receive the pre-assembly plans prior to commencing pre-assembly, provided that PERI has been commissioned by the Purchaser to prepare the pre-assembly plans.
- 3.3 If the pre-assembly plans are to be prepared by the Purchaser, the Purchaser's pre-assembly plans should include all specifications required to assemble the final product. Besides 3D plans with all the necessary dimensions, it should also include the structural and static nodes as well as the materials and quality characteristics.

## 4. Design changes

If the Purchaser wishes to change pre-assembly plans prepared by PERI or if the Purchaser orders changes, PERI must immediately inform the Purchaser of price changes and postponements that the changes will entail. The Purchaser must immediately confirm the price changes and postponements in writing; PERI will otherwise carry out the pre-assembly according to original pre-assembly plans.

## 5. Execution of pre-assembly

- 5.1 If the Purchaser uses its own materials, PERI is not liable for any damage caused by these materials during pre-assembly.
- 5.2 Parts supplied by the Purchaser must be in sufficiently clean and functional condition. If this is not the case, the Purchaser must cover additional expenses for necessary tasks, such as examinations and sorting.

## 6. Pre-assembly handover

- 6.1 The Purchaser is obligated to take possession of the pre-assembly service as soon as PERI reports that the agreed pre-assembly has been completed without delay. The Purchaser is only entitled to refuse handover if the pre-assembly is encumbered with major defects. The Purchaser must take possession of the pre-assembly regardless of any technical or official checks carried out by the Purchaser together with a third party.
- 6.2 By taking possession of the pre-assembly, the Purchaser confirms that the total delivery is complete and functional.
- 6.3 Defects or damage to objects pre-assembled by PERI shall be recorded in inspection notes jointly prepared and signed by PERI and the Purchaser upon handover.
- 6.4 If it is determined that the pre-assembly has not been carried out in accordance with the contract, PERI is entitled to carry out remedial works. If the defects have not been rectified within a reasonable time, the Purchaser may, at its discretion, demand a price reduction or withdraw from the contract for the provision of pre-assembly services. The Purchaser may not assert any further claims, except for any claims limited pursuant to Clause E.8 below.
- 6.5 Handover shall also be deemed to have taken place if the Purchaser's handover is delayed and the pre-assembly is not encumbered with major defects. In particular, if the Purchaser does not show up at the agreed handover date, even if PERI has summoned the Purchaser in good time and informed about the consequences of the Purchaser not showing up at the agreed time, the pre-assembly shall be deemed to have taken place, unless the Purchaser's failure is not due to circumstances for which the Purchaser is responsible; The same applies if the handover has not taken place two weeks after notification has been given that the pre-assembly has been completed, provided this is due to reasons for which the Purchaser is responsible.

## 7. Late cancellation

- 7.1 The Purchaser has breached its handover obligation if the Purchaser does not cancel the pre-assembled materials within the agreed deadline. In such cases, PERI shall be liable for willful misconduct or gross negligence.
- 7.2 In connection therewith, the risk shall pass to the Purchaser. In such cases, the Purchaser shall also cover necessary additional costs, such as storage costs.
- 7.3 If pre-assembled material is rented by the Purchaser, the rental period starts to run at the time the Purchaser postpones the handover or, if delayed handover occurs at a later date, at the time the Purchaser postpones the handover.

## 8. Liability

- 8.1 PERI is liable for damages – regardless of legal basis –

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- through intent and gross negligence.
- 8.2 In addition, PERI shall also be liable in cases of minor negligence for damages arising from a breach of a contractual obligation essential for the proper performance of the contract and on which the Purchaser can rely on to be complied with; in this case, PERI's liability shall be limited to compensation for foreseeable, typically occurring damages. This limitation of liability also applies to damages caused by gross negligence on the part of PERI employees or agents who are not agents, agencies or executive officers of PERI.
- 8.3 The limitations of liability listed above do not apply to claims for damage by the Purchaser (i) resulting from injury to life, body or health, (ii) due to fraudulently hidden defects, (iii) as a result of defects covered by a guarantee assumed by PERI for the quality of the goods (in such cases the liability provisions and the validity period resulting from the guarantee apply, if applicable).
- 8.4 Any further liability – regardless of legal basis – is excluded.
- 8.5 To the extent that PERI's liability is excluded or limited, this also applies to the liability of the company's legal representatives, employees and deputy agents.
- 8.6 This Clause E.8 does not reverse the burden of proof.

## 9. Deadlines and dates

- 9.1 If binding written deadlines have been agreed for the pre-assembly works, these only begin to run after the Purchaser has fulfilled all its cooperation obligations.
- 9.2 If PERI does not complete pre-assembly work within agreed deadlines, the Purchaser must specify an appropriate additional deadline that will sufficiently enable PERI to fulfil its contractual obligations.
- 9.3 The Purchaser may withdraw from the contract if the additional deadline set by the Purchaser in accordance with Clause E.9.2 has not been complied with. Claims for compensation for damages caused by delay shall be determined in accordance with Clause E.8.
- 9.3.1 Subsequent change requests by the Purchaser are made at the Purchaser's own expense to the extent PERI considers them to be feasible and reasonable. Subsequent change requests extend the deadlines in accordance with their impact.

## 10. Payment and transfer

- 10.1 All prices are net, and mandatory VAT must be paid.
- 10.2 There are no discounts on invoices.
- 10.3 If the Purchaser issues an authorization for a SEPA (single Euro payment area) corporate direct debit, a 2% discount will still be given on the invoice.
- 10.4 Cheques are only accepted as a result of payment from PERI.
- 10.5 Interest is charged on late payments in accordance with the Interests on Overdue Payments Act.
- 10.6 The Purchaser is not entitled to withhold payment unless the counterclaim on which the claim is based has been finally settled by a binding judicial decision or acknowledged by PERI or arises out of the same contractual relationship. In these cases, the Purchaser may exercise his right of retention one month after written notice (by letter, fax or e-mail) has been given that the right of retention is enforced.
- 10.7 Claims against PERI, regardless of the type of claim, may only be assigned by the Purchaser to third parties with PERI's prior written consent.

## 11. The validity of PERI's Terms for Sale and

## Rental

In addition to these terms, PERI's Special Terms for the Sale of Formwork and Scaffolding (Clause B) and/or PERI's Special Terms for Formwork and Scaffolding Rental (Clause C) shall apply to the use of pre-assembled Special Formwork Products.

## F. PERI's Special Terms for Engineering and Construction Computational Services

### 1. Definitions

Unless otherwise agreed, the Customer is hereinafter referred to as the "Purchaser".

### 2. General Performance Description for Engineering and Construction Calculation Services

The following services may be subject to engineering and construction calculation services to be implemented by PERI:

#### 2.1 Pre-assembly planning:

Pre-assembly planning is the preparation of all necessary plans for the use of Formwork and/or Scaffolding in connection with the pre-assembly of Formwork and Scaffolding (hereinafter referred to as "Pre-Assembly Plans").

#### 2.2 Usage planning:

Usage planning is the preparation of all assembly plans required for the use of Formwork and/or Scaffolding.

#### 2.3 Stability calculation:

This includes the preparation of all calculations necessary for the use of Formwork and/or Scaffolding in order to construct and use Formwork and/or Scaffolding according to static criteria. Static approval of built Formwork and/or Scaffolding is not included in the stability calculation.

### 3. Engineering and construction calculation services within the scope of regulation of fees for architectural and engineering services: Standard industry fees for architects and engineers These services shall neither be reduced nor exceeded.

Scaffolding and formwork drawings – design

will be charged according to elapsed hours and current hourly rates.

Project prices for larger, complex buildings that require a lot of engineering can be offered.

If the project requires BIM planning that also requires scaffolding and formwork solutions, PERI can be involved.

All drawings/modelling in 3D are then invoiced according to elapsed time

and the hourly rate(s) in force at any given time.

### 4. Calculation report for 3rd party control:

Scaffolding and formwork drawings executed by PERI must always have a peer check and two signatures, and are thus documentation that drawings have been executed in accordance with the Norwegian Standard and documented capacities of designed equipment.

If a Calculation Report is required for 3rd party control, this may be provided by PERI. This will preferably apply to Infra- and Civil Engineering and is charged according to hours used or costs shown in the offer document.

### 5. Basis, prerequisites:

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The necessary drawings are sent to PERI in the form of RIB working drawings in DWG format.  
It is the Contractor's responsibility that PERI receives relevant and updated drawings for requested structures prior to commencement of formwork design.  
It is the Contractor's responsibility to check and approve drawings submitted as proposals from PERI  
The Contractor must check the contour heights stated in PERI's drawing proposal against RIB drawings before assembling/executing the formwork.  
If you wish to draw up pouring/casting stages, systems, quantities etc., it is the Contractor's responsibility that this information reaches PERI.  
If foundation drawings are only available in a web portal (Prosjekthotell) it is the Contractor's responsibility to obtain access and refer to the drawing numbers of the structures for which formwork solutions are to be made. The Contractor must also inform about and deliver revised drawings to PERI if these occur.  
PERI does not design or calculate external structures or materials not supplied by PERI.  
Revisions of drawings as a result of errors, changes or missing information on the part of the Contractor are invoiced according to hours used and the hourly rate(s) in force at any given time.

## 6. The Purchaser's obligation to cooperate

- 6.1 The Purchaser must assess the correctness of assembly and pre-assembly plans for the specific project with respect to obvious defects. The Purchaser must return the assembly and pre-assembly plans to PERI immediately upon review and approval of the plans.
- 6.2 The Purchaser shall immediately inform PERI in writing if any changes are required to the assembly and pre-assembly plans for Formwork and/or Scaffolding applicable to the specific project. The Purchaser must at the same time inform PERI of the changes required. The plans shall be deemed approved if the Purchaser has not sent such a notice within one week after the Purchaser has received the plans. However, this does not apply if it is obvious that the plans are not suitable for approval.

## 7. Payment

Payment for Engineering and Construction Calculation Services is subject to contractual provisions.

## 8. Liability

- 8.1 PERI is liable for damages – regardless of legal basis – through intent and gross negligence.
- 8.2 In addition, PERI shall also be liable in cases of minor negligence for damages arising from a breach of a contractual obligation essential for the proper performance of the contract and on which the Purchaser can rely on to be complied with; in this case, PERI's liability shall be limited to compensation for foreseeable, typically occurring damages. This limitation of liability also applies to damages caused by gross negligence on the part of PERI employees or agents who are not agents, agencies or executive officers of PERI.
- 8.3 The limitations of liability listed above do not apply to claims for damage by the Purchaser (i) resulting from injury to life, body or health, (ii) due to fraudulently hidden defects, (iii) as a result of defects covered by a guarantee assumed by PERI for the quality of the goods (in such cases the liability provisions and the validity period resulting from the guarantee apply, if applicable),

or (iv) pursuant to the Product Liability Act.

- 8.4 Further liability – regardless of legal basis – is excluded.
- 8.5 To the extent that PERI's liability is excluded or limited, this also applies to the liability of the company's legal representatives, employees and deputy agents.
- 8.6 This Clause F.6 does not reverse the burden of proof.

## 9. Legal provisions and other provisions

- 9.1 Beyond this, the provisions of the Terms and Conditions pursuant to Clause A shall apply.
- 9.2 In all other respects, applicable legal rules apply to Engineering and Construction Calculation Services to be provided by PERI.

## G. PERI's Special Terms for Information, Orientation and Supervision

### 1. Definitions

Unless otherwise agreed, the Customer is hereinafter referred to as the "Purchaser".

### 2. Performance Description

To the extent expressly agreed in the contract, PERI agrees to inform employees appointed by the Purchaser of the use of Formwork and/or Scaffolding materials supplied by PERI and that plan comparisons are made by a supervisor. PERI offers the following services with regard to orientation or plan comparison:

- 2.1 Orientation:
  - 2.1.1 PERI shall inform the Purchaser's employees on the proper and professional handling of Formwork and/or Scaffolding in accordance with PERI's assembly and user instructions. The actual assembly is under the Purchaser's area of responsibility.
  - 2.1.2 The information PERI provides does not replace the Contractor's risk assessment, or the assembly instructions in accordance with the Work Equipment Directive.
- 2.2 Plan comparison:
  - 2.2.1 PERI shall check, within the framework of the plan comparison, that there is conformity between the assembly plan and the superstructure itself of the Formwork and/or Scaffolding. Here, the supervisor appointed by PERI will check – by means of a random visual check – whether there are visible deviations from the assembly plan for the Formwork and/or Scaffolding built by the Purchaser.
  - 2.2.2 The plan comparison does not replace the company's risk assessment, or the assembly instructions in accordance with the Work Equipment Directive.

### 3. Supervisor's responsibilities

- 3.1 The supervisor does not have the authority to give instructions to employees at the construction site. He is therefore not responsible for compliance with occupational safety regulations and safety requirements as well as the use of cranes and forklifts.
- 3.2 The supervisor is not responsible for delivery schedules or for use and functionality of Formwork and/or Scaffolding materials that are in the Purchaser's possession or that are the Purchaser's property.

### 4. Working hours and remuneration

- 4.1 The working hours of PERI employees are determined by the collective agreements applicable to PERI. Working and travel times are registered on timesheets. Timesheets are to be signed by the Purchaser.
- 4.2 Remuneration will be charged to the Purchaser according to the agreed hourly rates plus any surcharges for

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overtime and night/shift work, unless otherwise agreed. PERI will, upon request, provide the Purchaser with a list of hourly and fixed rates, free of charge.

- 4.3 The hourly rates do not include unemployment benefits, costs for room and board, travel expenses and costs for transporting equipment and luggage.

## 5. The Purchaser's obligation to cooperate

- 5.1 The purchaser must meet all conditions necessary for PERI's services. The Purchaser is responsible for public law approvals for the construction of Formwork and Scaffolding.
- 5.2 The Purchaser must appoint a responsible site coordinator and provide technically qualified staff to assist the supervisor. The language in the instructions is English, unless otherwise expressly agreed in writing at the time of signing the contract.
- 5.3 The Purchaser must check the necessary structural and static connection points itself.
- 5.4 Cranes and lifting tools, forklifts and lifting equipment with sufficient lifting force and operating personnel (hereinafter referred to as "**Construction Resources**") shall be made available free of charge if PERI notifies the Purchaser of the need for such Construction Resources. If the Construction Resources notified by PERI are delayed and the orientation and plan comparison to be carried out by PERI employees has to be postponed as a result, the Purchaser must bear the costs of waiting time arising from the delay.
- 5.5 If necessary, the Purchaser shall provide radio sets for communication with the crane operator.
- 5.6 The Purchaser must provide daytime accommodation, equipment containers, workplaces at the construction site, access roads and supply access, cranes, tools and connections to water and electricity. If necessary, the Purchaser must provide a free power supply of 380/220 volts, including power connection at the site. Costs for consumption and for measuring equipment or meters are covered by the Purchaser.
- 5.7 The Purchaser must ensure that trucks can be driven on the approach roads to the construction site. The Purchaser is liable for any damage to PERI's property due to inadequate construction of the road to the construction site.
- 5.8 The Purchaser must provide adequate lighting on the construction site. The Purchaser covers the cost of lighting. If adequate lighting is not provided, PERI may arrange lighting and the costs of this lighting and the use of the lighting shall be borne by the Purchaser. If adequate lighting is not possible or unacceptable, PERI may stop work on the construction site until adequate lighting is in place and PERI approves this. The Purchaser is responsible for turning on and turning off the lights at the right time or turning on and turning off the lights.
- 5.9 The Purchaser agrees to make necessary changing rooms and toilets available, free of charge, to PERI's employees in accordance with the Norwegian Regulations concerning Working Environment Conditions for Smaller Construction Sites.

## 6. Protocols

After completion of the orientation by the supervisor, the site coordinator appointed by the Purchaser pursuant to Clause G.5.2 must sign the Orientation Protocol, thereby confirming that the orientation obligation has been met correctly and completely, as well as confirming the submission of any documents.

## 7. Liability

- 7.1 PERI is liable for damages that PERI has negligently or intentionally caused to the Purchaser in accordance with applicable law.
- 7.2 PERI is not liable for any damage caused to Purchaser when installing Formwork and/or Scaffolding performed by the Purchaser.
- 7.3 Apart from this, PERI's liability is limited as follows: In all other cases, PERI shall be liable for damages – regardless of legal basis – exclusively in cases of wilful misconduct or gross negligence. The same applies to damages sustained by the Purchaser due to gross negligence on the part of corporate bodies, PERI's managers or agents acting as proxies or deputies for PERI. In addition, PERI is liable in cases of minor negligence
- for injuries resulting from injury to life, body or health,
  - for damages arising from a breach of a contractual obligation (essential duty); in this case, PERI's liability shall be limited to compensation for foreseeable, typical damages.
- 7.4 PERI shall also be liable for damages caused to the Purchaser as a result of gross negligence on the part of PERI's corporate bodies or officers.
- 7.5 The limitations of liability set out above shall not apply if PERI has fraudulently concealed a defect, given a guarantee of the quality of the goods or is subject to mandatory liability under the Product Liability Act.
- 7.6 Any further liability not based on PERI's orientation or plan comparison is excluded to the fullest extent permitted by law. This applies regardless of legal basis and also any liability for damages.
- 7.7. To the extent that PERI's liability is excluded or limited, this also applies to the liability of the company's legal representatives, employees and vicarious representatives.
- 7.8 This Clause G.7 does not reverse the burden of proof.

## H. PERI's Special Terms for Transportation Services

### 1. General Information

- 1.1 PERI provides transportation services for the Purchased Goods and/or the Rental Object if the Customer so wishes.
- 1.2 Transportation services can be agreed as additional services in the Rental Contract or Purchase Contract.
- 1.3 PERI does not provide the actual transportation service. PERI hands over the Purchased Goods and the Rental Object transported by PERI to the shipping agent or freight forwarder.

### 2. Transport

The transport of the Purchased Goods and/or the Rental Object starts from the factory or PERI's facilities and departments unless otherwise expressly agreed in writing.

### 3. Transfer of risk

To the extent that PERI takes over the transport of the Purchased Goods or Rental Object, PERI bears the risk of transport until the goods/objects have been handed over to the Purchaser or the Renter.

### 4. Payment

Payment for the transport services is determined in accordance with what has been agreed.