

# GENERAL CONDITIONS AND TERMS OF USE

**1 Scope of Application of the General Conditions and Terms of Use**

- 1.1 These general terms and conditions (“GTC”) of Doka Emirates LLC (**Doka**), shall apply to the Doka online shop <https://shop.doka.com/shop/ae/en> (**Online Shop**) as well as all subdomains and websites belonging to this domain. These GTC shall apply to all purchase transactions of new and/or used materials, such as formwork accessories, wall and slab formwork and system components (**Products**) executed through the Online Shop, by commercial customers registered on the Online Shop (**Customers**).
- 1.2 These GTC shall also apply to any future transactions between Customers and Doka executed through the Online Shop, even if no further reference is made to these GTC when such transaction is entered into between the parties.
- 1.3 Customers’ general terms and conditions or conditions of purchase shall not apply.
- 1.4 Doka reserves the right to amend these GTC from time to time, without any advance notice and without stating reasons. Customers shall be notified of such amendment via e-mail. Continuous use of the Online Shop shall be deemed as consent to the amended GTC.

**2 Copyright**

Elements of Online Shop and of any and all subdomains and websites belonging to this domain, such as text, pictures, photographs, graphics are protected under copyright and intellectual and industrial property rights. Such elements must not be copied or edited or used in any way.

**3 Data Protection**

- 3.1 The data protection provisions downloadable from <https://shop.doka.com/shop/ae/en/dataprivacy/> shall apply and form an integral part of these GCT.
- 3.2 Doka use customer data provided in the Online Shop (first name, family name, title, e-mail address, password, date of birth, company name, contact person, commercial register number, telephone number, fax number, delivery address and billing address) for marketing

purposes and advertisement of similar products or services of Doka. Doka may transfer such data without approval of Customer to its parent company, Doka GmbH and or any other Doka affiliate for the same purpose. Customers shall have the right to object the processing or transfer of these data for this purpose and may address any objection to [shop@doka.com](mailto:shop@doka.com).

**4 Registration of customers, authorisations, identity checks and power of representation**

- 4.1 Customers must register by entering the mandatory information. The data supplied by Customers must be accurate, complete, truthful and in compliance with all applicable laws and regulation in the United Arab Emirates.
- 4.2 Following initial registration, each Customer is assigned a user name and password (login data) for logging on to the Online Shop. It is possible for each Customer to create several users with different authorisation levels. Doka accepts no liability whatsoever with regard to each Customer’s allocation and use of such authorisation levels.
- 4.3 Doka shall have the right to verify, at any time, the identity of each Online Shop user and/or may also request adequate proof to be supplied from Customers (trade licence, power of attorney, etc...). If requested such information must be provided promptly by Customers. If no information is provided Doka reserves the right to cancel and/or block access to the Online Shop.
- 4.4 Customers shall be obliged to keep their login data secret and protect it against unauthorised access by third parties. Customers must promptly notify any misuse or unauthorised use of login credentials to Doka in writing. Any misuse or unauthorised, access and/or transactions of the Online Shop prior to a notification being made by the Customer to Doka shall be the responsibility of the Customer and Doka shall not be liable under any circumstances.
- 4.5 Any Customer account, which is not active for more than one year (i.e. without transactions and/or log in), shall be

- deactivated and deleted.
- 5 Scope, purchase process and Invoicing**
- 5.1 Offers made by Doka on the Online Shop are non-binding. The displayed availability of Products on the Online Shop are only indicative, non-binding and subject to availability.
- 5.2 When ordering Products, Customers shall, in addition to selecting the Products, also specify the type of delivery (delivery or collection), the preferred delivery date or collection date and the preferred type of payment (cheque or wire transfer). In case of delivery to be made by Doka, Doka shall deliver the Products to the delivery address indicated by the Customer.
- 5.3 Payment shall be made by Customer through cheque or wire transfer in advance and in full without any deductions and/or retention prior to delivery by Doka or collection by Customer of the Products. No delivery or collection is possible without payment being made unless agreed otherwise in writing.
- 5.4 Once a purchase order has been submitted, the customer shall receive a preliminary order confirmation. Such a preliminary order confirmation does not constitute a binding obligation for Doka and/or acceptance by Doka of the Customer's purchase order. Customer purchase order shall be subject to availability and ability of Doka to meet the requested delivery date and/or ready for collection date. Customers may view the status of their purchase orders online at any time.
- 5.5 Doka may, at any time and without stating reasons, refuse to enter into a contract or execute the purchase order without any claim for compensation from Customers arising therefrom.
- 5.6 A purchase contract for the Products shall come into effect only once the Customer's purchase order has been expressly accepted by Doka.
- 5.7 Once the Customer purchase order has been accepted by Doka, Doka shall issue invoices to the Customer based on the information provided by the Customer.
- 5.8 Invoices shall be made available to Customers online or transmitted electronically through e-mail. Should customers wish to receive paper invoices, Doka reserves the right to charge a fee provided this is admissible under applicable law. Where invoices are sent out via e-mail, Doka shall send such invoices to the e-mails address indicated by the Customer.
- 5.9 Doka shall not provide any additional engineering or assistance services in relation to the purchase of Products through the Online Shop (e.g. engineering/technical assistance/support, formwork instructors on site, inspection of DOKA formwork material, etc.). If required, such services can be requested by the Customer separately and Doka shall make a separate offer for such services. Such services cannot be procured through the Online Shop.
- 6 Prices**
- 6.1 Unless indicated otherwise all prices quoted in the Online Shop are net prices, excluding any federal and/or governmental sales and/or value added taxes whether present or future, ex works Jebel Ali Free Zone Warehouse under Incoterms 2010.
- 6.2 If a valid framework agreement exists between Doka and the Customer, and if the price cannot be displayed in the Online Shop due to technical reasons, Doka may, as an exception, also refer to the framework agreement instead of stating the price.
- 6.3 Prices of delivery and transport may vary depending on the place and type of delivery chosen by the Customer and shall be communicated to the Customer during the Online Shop purchasing process.
- 7 Delivery**
- 7.1 Customers may either collect the Products or have them delivered to a specified delivery address.
- 7.2 Collection by the customer: At the agreed date and time, the Customer shall collect the Products from Doka warehouse in Jebel Ali Free Zone.  
The risk of loss or accidental damage to the Products shall pass to the customer upon handover of the Products to the Customer or any third party acting as agent on behalf of the Customer.  
Should the Customer fail to take delivery of Product within 7 days of the agreed collection date, Doka may cancel the purchase order without any liabilities and prior notice to the Customer.
- 7.3 Delivery by Doka: Doka shall deliver the Products to the Customer's delivery address.

- Delivery to the delivery address specified by the Customer shall be made within a reasonable period of time following the acceptance of the purchase order or as otherwise agreed in writing.
- 7.4 Customer must promptly upon delivery or collection verify the quantity and quality of Products and inform Doka in writing of any deficiencies within 3 working days from the date of delivery. After the lapse of 3 working days, the Customer shall not be entitled to make any claim whatsoever in relation to any such deficiencies that would have been detected by any reasonable inspection following delivery, including without limitation to quantity, defects and quality of Products delivered. Doka shall make good deficiencies within five (5) working days after such valid notification is received from the Customer.
- 7.5 Force majeure or other unforeseeable obstacles, which cannot be attributed to Doka, and preventing delivery by Doka and/or collection by Customer of the Products within the agreed period of time and/or agreed collection date shall entitle Doka to postpone the delivery date and/or collection date or cancel the Customer's purchase order.
- 7.6 Doka shall have the right to make partial deliveries.
- 8 Passage of ownership, retention of title**
- 8.1 Ownership of the Products shall pass to the Customer upon either full payment or upon delivery or collection of the purchased Products, whichever occurs last.
- 8.2 Doka shall retain the title to all Product until payment is being made in full by the Customer.
- 8.3 Customers shall not be allowed to pledge Products being under retention of title to third parties or use them as collateral or otherwise dispose of them for the benefit of third parties. The resale of Products being under retention of title shall be allowed with Doka's written consent.
- 8.4 Customers shall assign to Doka, any and all proceeds and/or receivables due from reselling Products being under retention of title, whether in breach of the Customer obligation under these GTC or with Doka's consent. It is being understood that such receivables shall be assigned as an undertaking to pay. Customers shall include notes to this effect in their books and outstanding receivables lists and shall, upon Doka's request, disclose to Doka the names and addresses of their buyers as well as the proceeds and amount of receivables arising from such resale and notify their buyers of the assignment of such receivables. Any profits made by Customers on the resale of Products subject to retention of title by Doka shall be passed on to Doka without delay.
- 8.5 Should Products under retention of title be seized or otherwise claimed by third parties, Customers shall be obliged to assert Doka's right of ownership and to promptly notify Doka in writing. Customers shall indemnify Doka against any and all costs incurred by Doka in protecting its ownership rights. Upon request, Customers shall, at its own expenses, make available to Doka any and all documents required by Doka in order to protect and assert its title rights for such Products.
- 8.6 Should Customers default on payment, the Products under retention of title shall upon request be promptly returned to Doka. Should Customers fail to comply with such request, Doka shall have the right to seize and collect the Products subject to retention of title from the Customer's premises. In any case, the cost and risks associated with transporting the Products back to Doka warehouse shall be borne by the Customer. In such a case, returning or collecting the Products shall not be deemed a rescission of contract. Doka shall have the right to sell the repossessed Products to another party and to set off the proceeds of such sale against the receivables due from the customer in question. In such a case, the customer shall be informed of Doka's intention to resell the Products and of the purchase price and may name other customers to Doka within a period of four weeks.
- 9 Documents, non-disclosure of expertise, ban on reverse engineering, download of documents**
- 9.1 Customers shall not have the right to use the documents made available by Doka (user information, operating instructions, user manuals) for any other purpose other than the one provided for in the contract or the document in question.
- 9.2 The expertise contained in the documents is made available to the customer for these purposes only. Customers shall treat such expertise as strictly confidential and shall not have the right to use it in any

- form whatsoever for the purpose of reverse engineering. Customers shall under no circumstances have the right to reverse-engineer the Products.
- 9.3 Responsibility for the documents downloaded from the download section (including, without limitation, user information or documents for which there is an obligation to make them available to customers) shall lie with the customers.
- 10 Late payment**
- 10.1 In case of a delay in payment, Doka reserves the right to charge interest for delay in payment at a rate of 7.50% per annum of the outstanding amount from its due date.
- 10.2 Doka shall be under no obligation to deliver and/or make ready for collection any Products for Customers, which have overdue outstanding amount due to Doka in accordance with Doka's statement of account.
- 11 Termination**
- 11.1 In the event a Customer fails to collect the Products or accept delivery or paying the purchase price, Doka may, subject to a notice period of 14 calendar days, terminate the contract.
- 11.2 Each party to this contract may terminate the contract for good cause (i.e. breach of contractual provisions) by giving the defaulting party 14 calendar days' notice. If the defaulting party has not rectified the breach within the said period, the notifying party may terminate the contract without further notice.
- 12 Warranty, liability, mistake**
- 12.1 Any warranty claims for defect Products must be made in writing to Doka within 8 calendar days of the date of delivery or taking delivery at Doka warehouse. Each claim must outline in detail the claimed identified defects and be supported with photographic evidence. No claim will be accepted by Doka after the aforementioned period of 8 calendar days.
- 12.2 The burden of proving the existence of defects shall lie with the customers.
- 12.3 Defective Products shall be replaced by Doka within a reasonable period. Missing items shall be delivered by Doka within a reasonable period.
- 12.4 The notice of defects does not discharge customers from their payment obligation. For Doka to be liable under warranty, customers must have met all obligations, including, without limitation, their payment obligations and must have notified the defects in due time and providing detailed specifications.
- 12.5 The fact that Doka may enter into negotiations on defects or complaints shall not imply a waiver of Doka's right to raise the objection that the notice of defects was made too late or lacks adequately detailed specifications.
- 12.6 Any liability on the part of Doka for minor negligence shall be excluded. Furthermore, no liability for compensation of consequential damage or lost profits shall be assumed – except in cases where the damage or loss was caused wilfully. The afore-mentioned exclusions of liability shall not apply to cases of personal injury.
- 12.7 Doka does not warrant continuous availability of the Online Shop and draws attention to the fact that Online Shop services may be restricted or temporarily suspended for necessary reasons (such as maintenance, security, capacity or improvement reasons).
- 13 Offsetting**
- Customers shall not have the right to offset any receivables due to Customer from Doka against receivables due to Doka from Customer, unless the relevant claims are uncontested or have been ascertained with final effect by a court of law.
- Doka may offset any receivables due to Doka from Customer against receivables due to Customer from Doka.
- 14 Severability clause**
- If, for any reason whatsoever, one or more provisions of these GTC or of any contract based on these GTC are invalid or unenforceable, this shall not affect the validity of the remaining provisions of the GTC. Any invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the intended purpose of the provision. The same shall apply mutatis mutandis to any gaps in the provisions.
- 15 Governing law**
- 15.1 Any and all legal relationships between Doka and Customers shall be subject to the laws of the United Arab Emirates and the Emirate of Dubai.
- 15.2 The courts in the Emirate of Dubai, United Arab Emirates shall be competent for any and all disputes arising from or in connection with these GTC and the transactions based on them.
- 16 Miscellaneous**
- 16.1 Customers may not transfer any rights and obligations hereunder to a third party

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- without having obtained the explicit prior written consent of Doka.
- 16.2 Any oral agreements, promises and advisements made by Doka employees shall not be valid without a written confirmation by the parties.
- 16.3 There are no oral side agreements. Any amendments or additions to these GTC or the contracts concluded via the Online Shop must be made in writing. The same applies to any side agreements and warranties and representations as well as to any contractual changes made at a later date.
- 16.4 E-mail shall be sufficient for any other notifications or legally relevant communications unless otherwise agreed.