

GENERAL CONDITIONS AND TERMS OF USE

1. **Scope of Application of the General Conditions and Terms of Use**
 - 1.1 These General Conditions and Terms of Use (GCT) of Doka UK Formwork Technologies Ltd (Doka) shall apply to the Doka online shop shop.doka.com/shop-gb/en (**Online Shop**) as well as to all subdomains and websites belonging to this domain. Doka is registered in England and Wales under company number **03304487** and with registered office at Boughton Monchelsea, Heath Road, Monchelsea Farm ME17 4JD Maidstone, Kent. In these GCT "customer" shall mean any person that uses the Online Shop.
 - 1.2 By using the Online Shop, customers confirm that they accept these GCT and that they agree to comply with them. Any customer that does not agree to these GCT must not use the Online Shop. Doka recommends that customers print a copy of these GCT for future reference.
 - 1.3 These GCT shall apply to all legal transactions handled via the Online Shop for the purpose of purchasing products, such as formwork accessories, wall and ceiling formwork and system components (**Products**), by commercial customers (B2B).
 - 1.4 Customers' general terms and conditions or conditions of purchase shall not apply.
 - 1.5 These GCT refer to the Cookie Policy <http://shop.doka.com/shop-gb/en/dataprivacy> which sets out information about the cookies on the Online Shop which also apply to the use of the Online Shop.
 - 1.6 Doka reserves the right to amend these GCT at any time without stating reasons. Customers shall be notified of such amendments via e-mail. Use of the Online Shop shall be deemed as consent to the amendment of the GCT. If Doka has to revise these GCT as they apply to the customer's order, Doka will contact the customer to give reasonable advance notice of the changes and let the customer know how to cancel the Contract if the customer is not happy with the changes. Customers may cancel either in respect of all the affected Products or just the Products they have yet to receive. If the customer opts to cancel, it will have to return (at Doka's cost) any relevant Products it has already received and Doka will arrange a full refund of the price paid by the customer, including any delivery charges.
 - 1.7 Doka reserves the right to update and change the Online Shop at any time. Doka does not guarantee that the Online Shop, or any content on it, will always be available or be uninterrupted. Doka may suspend or withdraw or restrict the availability of all or any part of the Online Shop. Customers are responsible for ensuring that all persons who access the Online Shop through the customer's internet connection are aware of these GCT and other applicable terms and conditions, and that they comply with them.
- 1.8 Where the Online Shop contains links to other sites and resources provided by third parties, these links are provided for information only. Such links should not be interpreted as approval by Doka of those linked websites or information that may be obtained from them. Doka has no control over the contents of those sites or resources.
2. **Copyright**
 - 2.1 Doka is the owner or the licensee of all intellectual property rights in the Online Shop, and in the material published on it. Elements of shop.doka.com/shop-gb/en and of any and all subdomains and websites belonging to this domain (including but not limited to texts, pictures, photographs, graphics etc.) are protected under copyright and intellectual property rights. All such rights are reserved.
 - 2.2 Customers may print off one copy, and may download extracts, of any page(s) from the Online Shop for their personal use and may draw the attention of others within the customer's organisation to content posted on the Online Shop. Customers must not copy or modify the paper or digital copies of any materials printed or downloaded from the Online Shop in any way.
 - 2.3 Customers may not use any part of the content of the Online Shop for commercial purposes without obtaining a licence to do so from Doka or Doka's licensors.
3. **Data protection**

The data protection provisions downloadable under <http://shop.doka.com/shop-gb/en/dataprivacy> shall apply and form an integral part of these GCT.
4. **Registration of customers, authorisations, identity checks and power of representation**
 - 4.1 All customers accessing the Online Shop must register by entering the mandatory items of information indicated on the online registration form during the purchasing process. The data supplied by customers must be accurate, complete, truthful and in compliance with legal provisions.
 - 4.2 Following initial registration, each customer will be assigned a user name and a password (login data) for subsequent use when logging on to the Online Shop. Customers are permitted to create multiple user accounts with varying levels of authorisation, according to the internal approval processes in place within that customer's business. Doka accepts no liability whatsoever with regard to the allocation and use of such accounts and compliance with any internal authorisation approval processes in place within the customer's business. All users confirm that they have authority to bind any business on whose behalf they use the Online Shop to purchase Products.
 - 4.3 Doka shall have the right to verify, at any time, the identity and authority of the user logging on to the

site and may also request adequate proof to be supplied (e.g. business licence, power of attorney, commercial register excerpt, etc.).

4.4 Customers shall be obliged to keep their login data secret and protect it against unauthorised access by third parties. Customers shall notify any misuse or unauthorised use of their login data to Doka in writing immediately. Until such notification, any access of a user's account and any action or use of the Online Shop related to such access shall be attributed to the customer in question. Doka reserves the right to disable any user name or password at any time, if in Doka's reasonable opinion that customer has failed to comply with any of the provisions of these GCT.

4.5 If customers do not access their account and do not visit the Online Shop for a year or more, the customer account in question shall be removed. Such removal will not prevent that customer from registering a new account with the Online Shop at any time.

5. Products and orders

5.1 The images of the Products on the Online Shop are for illustrative purposes only. Although every effort has been made to display the colours accurately, Doka cannot guarantee that the customer's computer's display of the colours accurately reflect the colour of the Products. The Products may vary slightly from those images and the packaging of the Products may vary from that shown on images on the Online Shop.

5.2 The Online Shop will guide customers through the steps they need to take to place an order with Doka. A customer order constitutes an offer by that customer to purchase the Products in accordance with these GCT. Once a purchase order has been submitted, the customer shall receive a preliminary order confirmation. Note, however, that such a preliminary order confirmation is not deemed to constitute an acceptance of the offer. Doka shall first of all check the submitted offer with respect to Product availability, ability to meet the preferred delivery date / ready for collection date and compliance with any purchase limits that may exist. Customers may view the status of their purchase orders online at any time.

5.3 The order shall be deemed to be accepted by Doka when its authorised representative issues a written acceptance of the order, at which point the contract between Doka and the customer for the sale and purchase of the Products in accordance with these GCT (**Contract**) will come into existence. Should Doka fail to supply an express declaration of acceptance, the Contract shall come into being as soon as Doka accepts the customer's purchase order by making the Products ready for collection or by delivering the Products. Any quotation for Products given by Doka shall not constitute an offer. All quotations made by Doka shall be non-binding unless explicitly designated as being binding.

5.4 Customers shall ensure that the terms of any order submitted to Doka are accurate. It is the customer's responsibility to check the accuracy of any agreed

specification or any information in relation to the Products. The customer must tell Doka in time if there is any correction to be made by the customer or if there is further information Doka requires to be able to perform the Contract. Any losses or expenses Doka may incur as a result of the customer's failure to comply with this condition 5.4 shall be payable by the customer.

5.5 The quantity, description and/or specification of the Products shall be set out in the customer order.

5.6 Doka reserves the right to amend the specification of the Products if required by any applicable statutory or regulatory requirements.

5.7 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. If the customer requests delivery, Doka shall deliver the Products to the address indicated in the order submitted by the customer. If no address is available, the customer shall have to create a new project, including an address.

5.8 If Doka is unable to supply a Product, for example because that Product is not in stock or no longer available or because Doka cannot meet the customer's requested delivery date or because of an error in the price on the Online Shop as referred to in condition 8.6, Doka will inform the customer of this by e-mail and Doka will not process the customer's order. If the customer has already paid for the Products, Doka will refund the full amount including any delivery costs charged as soon as reasonably practicable.

5.9 Doka may, at any time and without stating reasons, refuse to enter into a Contract without any claim for compensation arising therefrom for the customer.

6. Payment

6.1 Invoices shall be issued to customers at the billing address specified by the customers. Invoices shall be made available to customers online and can be viewed online as well as downloaded. Invoices shall be deemed to have been served as soon as they can be accessed or taken note of by the customer under ordinary circumstances (e.g. e-mail receipt). Should customers wish to receive invoices on paper, Doka reserves the right to charge a fee (such as a handling fee) provided this is admissible under applicable law. Where invoices are sent out via e-mail, customers shall be sent such e-mails to the e-mail address indicated by them.

6.2 If the Products are collected by the customer, payment can be made either upon receipt of the invoice or, at the latest, upon collection using a debit or credit card. Payment upon receipt of invoice shall require the prior written approval of Doka.

6.3 If the Products are delivered by Doka to the agreed place of delivery, payment shall be made either by credit card or upon receipt of the invoice. Payment upon receipt of invoice shall require the prior written approval of Doka. Doka may, at its own

- discretion, insist on payment by credit card. In the case of payment by credit card, all the relevant credit card information must be supplied by the customer when submitting an order. It shall be the responsibility of the customer to ensure that the credit card is neither blocked nor expired; any delay in payment for such cause shall be attributable to the customer, and the customer may be liable to pay default interest in accordance with the provisions of condition 7.1.
- 6.4 Failure by the customer to pay on or by the due date in full by cash or cleared funds will give rise to a number of rights and remedies of Doka, which include without limitation the right to terminate the Contract without liability to the customer and/or not to make any further delivery of the Products to the customer.
- 6.5 Insofar as payment by credit card was agreed with the customer, delivery shall be made only after the purchase price has been successfully debited to the customer.
- 6.6 If a customer has more than one order with Doka, and the customer is making payments under those orders, Doka may allocate those payments against any of those orders at its discretion rather than how the customer allocates the payments. In cases of doubt, amounts credited shall be counted towards settling the customer's oldest debt.
- 6.7 Unless payment is required on delivery or collection all invoices are due for payment immediately upon receipt of the invoice.
- 7. Default**
- 7.1 If the customer fails to make payment due to Doka under the Contract by the due date for payment, Doka may charge the customer interest on any unpaid sums at the rate of 4 % per annum above the HSBC Bank base rate from time to time or at such rate as may be specified under the late Payment of Commercial Debts (Interest) Act 1998 (as amended) if higher. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. Furthermore, customers shall be obliged to reimburse to Doka any and all reasonable costs incurred in recovering receivables and asserting rights, including, without limitation, any debt collection, court and legal fees.
- 7.2 Doka shall be under no obligation to deliver / make ready for collection any further Products for as long as customers are in default of paying invoiced amounts, default interest and/or expenses.
- 8. Prices**
- 8.1 The price of the Products shall be the price set out in the Online Shop. All prices in the Online Shop are quoted net, exclusive of VAT or any other import/export duties (which shall be additionally payable by the customer, unless otherwise specified), ex works under Incoterms 2010.
- 8.2 If Doka agrees to deliver the Products then the price of a Product may vary depending on the chosen delivery address (in order to take into account Doka's costs associated with such delivery which may include packaging, insurance and transportation costs), and the resultant amount shall be communicated to the customer accordingly.
- 8.3 Prices of delivery and transport depend on the place and type of delivery chosen by the customer and shall be communicated to the customer during the purchase process via the Online Shop.
- 8.4 Doka reserves the right to increase the price of the Products by written notice at any time before delivery or collection of the Products to reflect any increase in costs to Doka that is due to any factor beyond Doka's control (including but not limited to currency fluctuations, increases in taxes and duties or significant increases in the costs of labour and/or materials and other manufacturing costs).
- 8.5 Doka reserves the right to increase the price of the Products where the customer changes the delivery dates, quantities or types of the Products required, or the agreed specification; or the customer's instructions or failure to give Doka adequate instructions or information causes Doka delay.
- 8.6 The Online Shop contains a large number of Products. It is always possible that, despite Doka's reasonable efforts, some of the Products on the Online Shop may be incorrectly priced. If Doka discovers an error in the price of the Products the customer has ordered Doka will contact the customer to inform it of this error and Doka will give the customer the option of continuing to purchase the Product at the correct price or cancelling its order. Doka will not process the customer's order until it has the customer's instructions. If Doka is unable to contact the customer using the contact details provided during the order process, Doka will treat the order as cancelled and notify the customer in writing. If Doka mistakenly accepts and processes the customer's order where a pricing error is obvious and unmistakable and could reasonably have been recognised by the customer as a mispricing, Doka may cancel supply of the Product and refund the customer any sums it has paid.
- 9. Delivery and passing of risk**
- 9.1 Customers may, at their own discretion, either collect the Products or have them delivered to a specified place of delivery.
- 9.2 **Collection by the customer:** At the agreed date and time, the customer shall collect the Products from the Doka branch establishment closest to the address indicated by the customer or from any other place expressly agreed upon in writing.
- The Products shall be handed over to the customer only once the purchase price and all costs have been paid, unless payment upon receipt of invoice was expressly agreed upon in writing.
- The risk of loss or accidental damage to the Products shall pass to the customer upon handover to the customer or a third party acting as agent of the customer.

- 9.3 **Delivery:** Provided the price of delivery, type of payment and place(s) of delivery were expressly agreed upon in writing, Doka shall deliver the Products to the customer at the agreed place of delivery.
- Delivery to the place of delivery (building site) agreed upon shall take place within a reasonable period of time after ordering via the Online Shop or within any other delivery periods or at any other delivery dates agreed upon.
- Any delivery periods and delivery dates shall be approximate periods and dates. The customer shall not have the right to cancel the Contract if Doka delivers the Products but do not deliver the Products to the customer on the agreed date or time. Doka shall not pay the customer any compensation and the customer shall not have any remedy for late delivery and time of delivery shall not be of the essence. Doka shall be entitled to deliver the Products earlier than the date agreed if Doka gives the customer reasonable notice.
- Delivery and service of the purchased Products shall be at the customer's risk. The risk of loss or accidental damage to the Products shall pass to the customer upon handover to the carrier.
- 9.4 If the agreed delivery / ready for collection date is exceeded by more than two weeks, the customer shall, except in cases of force majeure (as set out in condition 16), be entitled to terminate the Contract.
- 9.5 If the customer fails to either collect the Products on the agreed collection date, accept the Products upon delivery to the delivery destination specified by the customer, or gives Doka inadequate delivery instructions before the time for delivery of the Products, then without prejudice to Doka's other rights and remedies Doka shall be entitled to:
- (a) store the Products until delivery takes place and the customer shall pay all of Doka's costs associated with the storage including insurance;
 - (b) resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to the customer for any excess over the price of the Products or charge the customer for any shortfall below the price of the Products. The customer shall also pay interest as set out within these GCT on the shortfall; or
 - (c) following a reasonable period of at least 14 days, terminate the Contract.
- 9.6 Doka shall be entitled to extend the period for making delivery / for making the Products ready for collection, or move the delivery / ready for collection date, to a reasonable extent on the occurrence of a circumstance beyond the reasonable control of Doka or unforeseeable obstacle (whether or not occurring within Doka's control) obstructing delivery / readiness for collection of the Products within the agreed period /
- at the agreed date or other such force majeure event as described in condition 16.
- 9.7 Doka shall have no liability to the customer if Doka fails to deliver the Products to the customer due to reasons beyond Doka's reasonable control or to the extent that such failure is caused by the customer's failure to provide Doka with adequate delivery instructions or other instructions that are relevant to the supply of the Products.
- 9.8 If Doka fails to deliver the Products to the customer due to Doka's own fault, Doka's liability shall be limited to the difference between the cost of any replacement goods of similar description and quality purchased by the customer less the cost of the Products, provided that the customer bought replacement goods from the cheapest available source and the customer provides Doka with written evidence of the customer's quotations and subsequent purchase.
- 9.9 Doka may deliver the Products by instalments, and each instalment shall be invoiced and paid for separately. Each instalment shall be treated as a separate Contract. Any delay in delivery of or defect in an instalment shall not entitle the customer to cancel any other instalment.
- 10. Passage of ownership, retention of title**
- 10.1 Ownership and title shall pass to the customer upon full payment in cleared funds and taking delivery of the purchased Products. If the customer has ordered Products and received them in instalments, the customer shall not own any of the Products until the customer has paid Doka in full in accordance with condition 6 for each instalment of the Products.
- 10.2 Doka shall deliver all Products subject to retention of title. Doka shall retain title to the Products until the purchase price for those Products and any other goods supplied by Doka to the customer has been paid in full.
- 10.3 Until title to the Products has passed to the customer, the Products shall be stored separately from any products or goods belonging to the customer or any third party and must be clearly marked and identified as being Doka's property. The customer agrees that Doka's employees and/or agents shall be entitled to enter the customer's premises upon reasonable notice and during normal working hours to check compliance with this condition 10.3.
- 10.4 Customers shall not be allowed to pledge the Products delivered subject to retention of title to third parties or use them as collateral or otherwise encumber them for the benefit of third parties. The Customer shall be entitled to sell the Products in the ordinary course of its business and title shall pass to the customer immediately prior to such sale.
- 10.5 Should the Products subject to retention of title by Doka be seized or otherwise claimed by third parties, customers shall be obliged to assert Doka's right of ownership and to notify Doka in writing without delay. Customers shall reimburse to

	Doka any and all costs incurred by Doka in protecting its right of ownership. Upon request by Doka, customers shall make any and all documents required for protecting and asserting title to the Products available to Doka.	11.3	Responsibility for the documents downloaded from the download section shop.doka.com and doka.com (including, without limitation, user information or documents for which there is an obligation to make them available to customers) shall lie with the customers themselves. In particular, Doka accepts no liability for customers downloading the correct document in the correct language for the Product in question.
10.6	If before title in the Products has passed to the customer, the customer:		
	(a) fails to pay the price for the Products in full by the due date for payment;	12.	Termination
	(b) becomes subject to any of the events listed in conditions 12.1(b) to 12.1(i); or	12.1	Without limiting any other rights or remedies it may have, Doka may terminate the Contract, with immediate effect upon written notice to the customer, if the customer:
	(c) seeks to encumber, pledge or charge the Products,		(a) commits a material breach of any term of the Contract (being a single event or a series of events which together constitute a material breach), which is incapable of remedy or which if capable of remedy has not been remedied by the customer within 14 days of receipt of a written notice identifying the material breach and requiring it to be remedied;
	or it appears to Doka acting reasonably that the customer is about to do or suffer any of the above events, then, without prejudice to any of Doka's other rights and remedies, Doka may immediately terminate the customer's right to use or re-sell the Products, and require the customer to return to Doka all Products which have not been re-sold or irrevocably incorporated into another product. If the customer fails to do so promptly, the customer agrees that Doka may enter any premises whether the customer's or a third party's to recover the Products. In any such case, the cost and risks associated with transporting the Products to Doka shall be borne by the customer in question. In such a case, returning or collecting the Products shall not be deemed a termination of contract. Doka shall have the right to sell the Products repossessed to another party and to set off the proceeds of such sale against any receivables due from the customer in question.		(b) enters into an arrangement, compromise or composition in satisfaction of the customer's debts with its creditors or any class of them;
10.7	Until legal title to the Products has passed to the customer, the customer shall maintain the Products in satisfactory condition and keep the Products insured for the price at which they were sold to the customer against all normal risks, and shall account to Doka for any proceeds of such policy of insurance upon receipt of the same. Any monies received from the customer by Doka in accordance with this condition 10.7 shall not discharge the customer's liability to pay the price for the Products or any other sums payable to Doka in accordance with the Contract, but shall be set off against any such liability.		(c) suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due;
11.	Documents, non-disclosure of expertise, ban on reverse engineering, download of documents		(d) passes a resolution or make a determination for the customer to be wound up (except for the purposes of a solvent amalgamation or reconstruction);
11.1	Customers shall not have the right to use the documents made available by Doka (user information, operating instructions, user manuals) for any purpose other than those provided for in the Contract or the document in question.		(e) has a winding up order or bankruptcy order made against the customer;
11.2	The expertise contained in the documents is made available to customers for the purposes described in condition 11.1 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.		(f) appoints or has an administrator appointed of the customer;
			(g) has a receiver or administrative receiver appointed of the customer or of the whole or any part of its assets;
			(h) ceases or threatens to cease to carry on the whole or a substantial part of the customer's business or it is dissolved; or
			(i) suffers any event or takes any step analogous to the events or steps set out in conditions 12.1(b) to 12.1(h) inclusive in any jurisdiction other than England and Wales.
		12.2	For the purposes of condition 12.1 a material breach shall include failure by the customer to pay sums due under the Contract.
		12.3	Without limiting any other rights or remedies it may have, Doka may suspend provision of the Products under the Contract or any other contract between Doka and the customer if the customer becomes

- subject to any of the events listed in condition 12.1(b) to 12.1(i) or Doka reasonably believes that the customer is about to become subject to any of them, or if the customer fails to pay any amount due under the Contract on the due date for payment. Doka may also suspend or terminate the Contract (at Doka's discretion) if performing the Contract cannot reasonably be expected of Doka, even if only for a limited period of time.
- 12.4 Termination of the Contract will not prejudice any obligations or rights or remedies of either of the parties which have accrued before termination or expiry and shall not affect any provision of these GCT which is expressly, or by implication, intended to come into effect on, or to continue in effect after, such termination or expiry.
- 12.5 Upon termination of the Contract all monies owed by the customer to Doka shall become immediately due and payable.
- 13. Product returns**
- 13.1 Upon termination of Contract, any Products already delivered (but not paid for by the customer) shall be returned to Doka within 14 days, at the customer's risk and expense, provided the termination of contract is not attributable to any fault on Doka's part. In so far as a customer fails to meet this obligation, Doka shall have the right to collect the Products at the customer's risk and expense.
- 13.2 If the Products to be returned cannot be unambiguously differentiated from others, Doka shall have the right to select Products of its choice. In such an event, the customer shall hold Doka harmless and indemnify Doka against any third-party claims.
- 14. Warranty**
- 14.1 Doka warrants that on delivery and for a period of 6 months from the date of delivery the Products shall conform in all material respects with their description and be free from material defects in design, material and workmanship.
- 14.2 Subject to conditions 14.3 and 14.4, where the Products do not comply with the warranties in conditions 14.1 Doka shall, at its option, either repair or replace the Products (in whole or in part) free of charge, or refund the price of the Products or a proportionate part of the price. Save as provided in condition 15.1 Doka shall have no other liability to the customer in respect of the Products' failure to comply with these warranties.
- 14.3 Customers must notify Doka within seven days of discovery that some or all of the Products do not comply with the warranty set out at condition 14.1. Following delivery or collection of the Products, Customers shall be obliged to examine the Products for defects without delay, but in any case no later than within 8 days of taking delivery and prior to using such Products and shall notify defects to Doka in writing within such period, providing a detailed description of any identified defect. If customers do not notify Doka of any claim for breach of the warranties in condition 14.1 within these timescales, Doka shall not be liable to compensate the customer for any such breach and the customer will be required to pay for the Products in full.
- 14.4 The burden of proving the existence of defects shall lie with the customer. Subject to the provisions of condition 15.1(c) the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and all other statutory warranties and conditions are, to the fullest extent permitted by law, excluded from the Contract.
- 14.5 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.
- 14.6 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.
- 14.7 Doka will not be liable for the Products' failure to comply with the warranties set out in condition 14.1 in any of the following circumstances:
- (a) the customer asked Doka to make the Products according to the customer's instruction or agreed specification and the defect is due to such instruction or agreed specification;
 - (b) the defect arises as a result of fair wear and tear, wilful damage, customer negligence, or abnormal storage or working conditions;
 - (c) the customer fails to follow Doka's or the manufacturer's written or oral instructions regarding use, storage and maintenance of the Products; or
 - (d) the customer repairs or alters the Products without Doka's written consent.
- 14.8 These GCT shall apply to any repaired or replacement Products supplied by Doka.
- 14.9 Except as provided in this condition 14, Doka shall have no liability to customers in respect of the Products' failure to comply with the warranty set out in condition 14.1. Unless there are statutory provisions to the contrary which cannot be derogated from, customers shall likewise exclude any such right of recourse vis-à-vis their buyers.
- 15. Liability**
- 15.1 Nothing in these GCT shall exclude or limit Doka's liability in any way where it would be unlawful to do so. This includes liability for:
- (a) death or personal injury caused by Doka's negligence or the negligence of its employees, agents or subcontractors;

- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective products under the Consumer Protection Act 1987.
- 15.2 Doka hereby excludes all implied conditions, warranties, representations or other terms which may apply to the Products, the Online Shop or any content on it. In particular, Doka will not be responsible for ensuring that the Products are suitable for the customer's purposes.
- 15.3 Doka will not be liable for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- (a) use of, or inability to use, the Online Shop; or
- (b) use of or reliance on any content displayed on the Online Shop.
- 15.4 Subject to condition 15.1, Doka will not be liable for any :
- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) indirect or consequential loss or damage.
- 15.5 Doka will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect any customer's computer equipment, computer programs, data or other proprietary material due to the customer's use of the Online Shop or to downloading of any content on it, or on any website linked to it.
- 15.6 Subject to conditions 15.1 and 15.4, Doka's total liability to the customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total amount of all sums payable by the customer under the relevant Contract.
- 15.7 The parties agree that neither party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 15.8 Customer claims must be brought before court within 6 months of the customer becoming aware of the reason for the claim, and in any event within two years after delivery of the relevant Product was made.
- 16. Force Majeure**
- 16.1 If a party is prevented, hindered or delayed from or in performing any of its obligations under the Contract as a result of any breakdown of plant or apparatus, fire, flood, earthquake, war, civil commotion, explosion, malicious damage, accident, industrial or labour dispute (including strikes and lock outs), compliance with a law or governmental order, delays by suppliers or materials shortages, or any other event or cause beyond its reasonable control the requirement to comply with its obligations will be suspended for as long as, and to the extent that, performance is prevented, hindered or delayed by that event.
- 16.2 If the suspension continues for more than 30 days either party may terminate the Contract by giving not less than 30 days' notice in writing to the other. If the suspension comes to an end during that notice period the notice of termination will immediately be extinguished and ineffective and the Contract will continue as if it had never been served.
- 16.3 Notwithstanding the foregoing provisions of this condition 16 nothing will excuse the customer from its payment obligations under the Contract.
- 17. Indemnity**
- 17.1 The customer agrees to indemnify Doka and keep Doka indemnified against any and all losses, proceedings, lost profits, damages, awards, expenses, costs (including increased administration costs and legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities suffered by Doka and arising out of:
- (a) any claim made against Doka for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Doka's use of any specifications supplied by the customer;
- (b) any breach of Contract, tortious act and/or omission or breach of statutory duty by the customer; and
- (c) any cancellation by the customer of an order for Products without Doka's prior written consent.
- 17.2 This condition 17 shall survive termination of the Contract.

- 18. No offsetting**
- Customers shall not have the right to offset any amounts due to them from Doka against amounts due to Doka from the customer, other than any deduction or withholding of taxes required by law.
- 19. Severability**
- If, for any reason whatsoever, one or more provisions of these GCT or of any contract based on these GCT are illegal, invalid or unenforceable, this shall not affect the validity of the remaining provisions. Any illegal, invalid or unenforceable provision shall be replaced by a legal, valid and enforceable provision that comes as close as possible to the intended purpose of the original provision. The same shall apply mutatis mutandis to any gaps in the provisions.
- 20. Governing law and place of jurisdiction**
- 20.1 Any and all legal relationships between Doka and its customers shall be governed by and construed in accordance with English law. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to these GCT. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply but where they conflict with these GCT, these GCT shall prevail.
- 20.2 Exclusive jurisdiction for any and all disputes arising from or in connection with these GCT and the transactions based on them shall lie with the courts of England.
- 20.3 Nothing in this condition 20 shall limit the right of Doka to take proceedings against any customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude Doka from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 21. Miscellaneous**
- 21.1 Customers shall not assign or otherwise transfer, or deal in any way with, any rights, obligations or liabilities under a Contract or these conditions without having obtained the explicit prior written consent of Doka. Doka may assign or otherwise transfer all or any of its rights, duties or liabilities without the customer's consent.
- 21.2 A person who is not a party to these GCT shall have no right under the Contracts (Rights of Third Parties) Act 1999 (**CRTPA**) to enforce any term of these GCT provided that this does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to CRTPA.
- 21.3 These GCT and any document expressly referred to in them constitute the entire agreement between the customer and Doka and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.
- 21.4 Any amendments or additions to these GCT or the contracts concluded via the Online Shop will only be valid if made in writing and signed by Doka.
- 21.5 If either party wishes to serve a notice on the other party that notice must be in writing and sent to any premises that have been identified as the place for the service of notices. If no place has been identified then notice may be sent to the registered office or principal place of business of the other party.
- 21.6 When these GCT refer to "in writing", this will include e-mail. E-mail shall likewise be sufficient for any other notifications or legally relevant communications unless otherwise provided for in any given case or in these GCT.
- 21.7 Any delay or failure by a party in exercising, or any waiver by a party of, its rights under or in connection with a Contract will not limit or restrict the future exercise or enforceability of those rights.
- 21.8 The rights and remedies under a Contract are in addition to and, except where otherwise expressly provided in a Contract, do not exclude, any rights and remedies provided by law (including equitable remedies) or otherwise.
- February 2017