

Doka USA, Ltd – eCommerce General Terms and Conditions

This agreement, made between DOKA USA (hereinafter DOKA) and Customer for rental and/or purchase of products, documents, services, is subject to the following eCommerce - General Terms and Conditions:

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

1.1 These General Conditions and Terms of Use (GCT) of Doka, shall apply to the Doka online shop <https://shop.doka.com> (Online Shop) as well as all subdomains and websites belonging to this domain. These GCT shall apply to all legal transactions handled via the Online Shop for the purpose of purchasing or renting new and used materials, such as formwork accessories, wall and slab formwork and system components (Products), by commercial customers (B2B). These GCT are applicable *in addition to* Doka's General Terms and Conditions which are accessible under

1.2 These GCT shall also apply to any future transactions between the Customer and Doka through the Online Shop, even if no further reference is made to these GCT when such future contract is entered into. In the event of any inconsistency between these GCT and Doka's General Terms and Conditions, the more specific rules of these GCT shall prevail for the online transaction.

1.3 Customers' general terms and conditions or conditions of purchase shall not apply unless Doka has expressly accepted them in writing.

1.4 Doka reserves the right to amend these GCT at any time without stating reasons. Continued 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 (as defined below) 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.

1.5 These GCT refer to the Cookie Policy accessible under <https://www.doka.com/us/home/dataprivacy/index> 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 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.

1.7 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 Elements of <https://shop.doka.com> 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 other way.

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

3.1 The data protection provisions downloadable from <https://www.doka.com/us/home/dataprivacy/index> shall apply and form an integral part of these GCT.

3.2 Doka uses customer data (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 e-mails or mailings regarding advertisement of similar products or services of Doka and - for this purpose - Doka also transfers these data to its affiliate Doka Österreich GmbH. The Customer shall have the right to object the processing of these data for this purpose and may address their objection to shop@doka.com.

3.3 While Doka takes reasonable steps to safeguard and to prevent unauthorized access to your personal information and financial information, we cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your private information. IN NO EVENT SHALL DOKA OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER DOKA WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

4 Registration of customers, authorizations, identity checks and power of representation

4.1 All customers must register by entering the mandatory items of information. The data supplied by customers must be accurate, complete, truthful and in compliance with legal provisions.

4.2 Following initial registration, each customer is assigned a user name and password (login data) for subsequent use when logging on to the Online

Shop. It is possible to create several users with different authorizations for one customer. It is the responsibility of the customer to setup internal processes to authorize users of the Online Shop. Doka accepts no liability whatsoever with regard to the allocation and use of such authorizations and any of Customer's internal approval process. 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 of the user logging on to the site and may also request adequate proof to be supplied (business license, power of attorney, and commercial or state registration).

4.4 Customers shall be obliged to keep their login data secret and protect it against unauthorized access by third parties. Customers shall notify any misuse or unauthorized use to Doka in writing immediately. Until such notification any access operation and any action or use of services related to such access operation 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 perform any operations and do not visit the Online Shop for a year or more, the customer account in question shall be removed. However, it is possible to register as a new user again.

5 Offers, purchase orders, types of payment, conclusion of contract, billing

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 colors accurately, Doka cannot guarantee that the customer's computer displays the colors accurately and reflect the actual color 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 become effective 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 give advance notice to Doka 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, 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). 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 section 7.1.

6.4 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.

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 8% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.

7.2 Furthermore, customers shall 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.

7.3 Doka shall be under no obligation to deliver or make available for collection any further Products for as long as customers are in default of paying invoiced amounts, default interest or expenses.

8 Prices

8.1 All prices in the Online Shop are quoted excluding state and/or local sales taxes. Such taxes will be billed separately in accordance with state sales tax regulations.

8.2 If a valid price agreement exists between Doka and the customer, and if the rental price cannot be displayed in the Online Shop due to technical reasons or can only be displayed under difficult conditions, Doka may, as an exception, also refer to the price agreement instead of stating the monthly rental price.

8.3 The price of a product may vary depending on the chosen delivery address, and the resultant amount shall be communicated to the customer accordingly.

8.4 Prices of delivery and transport depend on the place and type of delivery method chosen by the customer and shall be communicated to the customer during the purchasing process via the Online Shop.

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 Warranties

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).

10 Miscellaneous

10.1 Purchases made in the Online Shop give rise to the usual costs of Internet use.

10.2 Any oral agreements, promises and advisements made by Doka employees will not be valid without a written confirmation by Doka.

10.3 There are no oral side agreements. Any amendments or additions to these GCT or the Contracts entered into through the Online Shop need to be communicated in writing to be valid.

10.4 E-mail shall be deemed to meet the written form requirement. 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.