

GENERAL TERMS AND CONDITIONS OF USE FOR THE ONLINE SHOP

1. Purpose of application

- These General Terms and Conditions (GTC) of Doka Romania Tehnica Cofrajelor SRL (**Doka**) shall be applied to the Doka online shop <https://shop.doka.com/shop/or/en/> (**Online Shop**), as well as to all the subdomains and web pages belonging to this domain. These GTC shall be applied to all legal transactions managed through the Online Shop, for the purpose of buying new materials, such as formwork accessories, formworks for walls and ceilings and system components (**Products**) by clients – legal entities (B2B).
- GTC shall be applied to any future transaction between the Client and Doka, managed through the Online Shop.
- Should any inconsistencies/discrepancies exist between these GTC and the General Contractual Conditions of Sale, Delivery and Rental of SC Doka România Tehnica Cofrajelor SRL, available at the internet address: https://www.doka.com/web/revolution/home/termsandconditions/Termenii_si_Conditiile_Generale_Doka_2020-07.pdf, the specific rules of these GTC shall prevail in the online transactions.
- Should any inconsistencies/discrepancies exist between these GTC and a contract signed between Doka and the Client, the provisions of the contractual clauses shall prevail over these GTC, except for the provisions related to prices of products which are sold also online by Doka, in this case the best prices for the Customer are applicable.
- The Client shall acknowledge, without restrictions, the validity of the Doka GTC and shall fully waive the application of its own general contractual conditions.
- All the amendments, modifications and supplementations arising from or made to these GTC require the express written confirmation of Doka.
- Doka reserves the right to modify these GTC at any time. Continuing to use the Online Shop shall be considered as consenting to the modifications made to these GTC, and the Client should check and read these GTC regularly.

2. Copyrights

- 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, except for online buying of materials and accessories for formworks, unless obtaining first the written agreement of Doka.

3. Data protection

- The data protection provisions downloadable from <https://www.doka.com/or/home/dataprivacy/index>, shall apply and form an integral part of these GTC.

- Doka and Doka GmbH** (sole shareholder of Doka) process clients' data (first name, last name, title, email address, password, company name, position, contact person, Trade Register number, fiscal identification code, telephone, fax, delivery address and billing address) for sending emails or trade shipments regarding the online buying of Products, the processing being performed pursuant to the conclusion and implementation of the contract.

- The Client is free to give its consent to receiving information (newsletter) from Doka regarding the offers the latter provides at a given time, receiving invitations to conferences/events conducted by Doka or in which Doka takes part, as well as informative materials regarding the services and Products sold. The Client may unsubscribe any time from the newsletter.

- The Client has all the rights granted by the laws regarding personal data protection (right of access, right to object, right of rectification, right of erasure, of restriction of the processing, of data portability, of withdrawal of consent, the right to file a notice with the relevant authorities), and these rights may be exercised by the persons subject to this processing, through a written request sent to the email address shop-ro@doka.com.

4. Registration of the Client, Authorizations, Identity Check and Power of Representation

- The Client 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.
- Following initial registration, each Client is automatically assigned a user/administrator name and a password (login data) for subsequently logging in the Online Shop. For one Client can be created several users with buying rights designated distinctly by the Client's administrator. Doka accepts no liability whatsoever with regard to the allocation and use of such authorisations and any internal approval processes in place at the Client.
- Doka has the right to select customers based on its internal procedures and to verify, at any time, the identity and power of representation of the user logging on to the site and may also request adequate proof to be supplied (business licence, power of attorney, commercial register excerpt, etc.).
- 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 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.
- If the Client does not perform any operation, or does not visit the Online Shop for one year, the Client account in question shall be removed; a new registration is possible at any time.

5. Offers, Purchase Orders, Methods of Payment, Contract Termination, Billing

- The displayed availability of Products during the ordering process is non-binding. All the orders placed become binding when confirmed expressly by Doka.
- When ordering the Products, besides selecting them, the Client should specify also the type of delivery (courier/shipping or collection), the preferred delivery or collection date and the method of payment. Doka shall deliver the Products to the address indicated in the Project created by the Client; delivery at another address is possible only if the Client creates a new project.
- Products may be paid only by bank transfer, into the lei account mentioned in the invoice.
- After sending the purchase order, the Client shall receive a preliminary electronic confirmation of the order. The preliminary electronic confirmation is not considered to be an acceptance of the order. 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. The Client may view the status of their purchase orders online at any time.
- The Product purchase order, together with these GTC, shall be in lieu of a contract only after it was checked and expressly accepted by Doka, by sending the confirmation of the order and issuing the related pro forma invoice.
- By placing the order, the Client consents to be contacted by Doka, by email and/or by phone, in view of the subsequent completion, performance and management of the order.
- The pro forma invoices shall be paid into Doka account by payment order or cash deposit to the bank, with the mandatory mention of the invoice number. Failure to pay the pro forma invoice within 3 days since its issuance shall result in cancellation of the order. The collection, respectively delivery of Products shall take place only after Doka receives their price in full.
- On the date of Product delivery/collection, the sale invoice will be issued electronically, containing all the elements required by the relevant legislation. The invoices shall be available in "My Account" section, and may be sent to the Client within 3 days since their issuance, to the email address they registered with.
- The invoices shall be sent to the Client at the electronic billing address mentioned in the data they registered with. The Client should check the messages received in the "Inbox" and also in "Spam/Junk".

6. Prices

- All prices of Products in the Online Shop, transport cost, packaging cost and handling fee shall be expressed in Lei and do not include VAT. If applicable, the price of Products should include also the environmental fee for oils according to law; this should be mentioned separately in the invoice.
- The transport cost may vary subject to the chosen delivery address, and the resulting sum shall be communicated to the Client during the process of purchase through the Online Shop and in the order confirmation.
- The Products shall be delivered in pallets or containers, the prices for these being displayed during the process of purchase through the Online Shop. The Client's waiver of pallets or containers shall be charged, and the costs shall be displayed during the order finalization process.

7. Takeover of Products, Payment and Risk Transfer

- The Client may opt either to collect the Products, or to have them delivered for a fee, to the address mentioned by them.
- Collection by the Client:** At the agreed date and time, the Client or a third party acting as their agent shall collect the Products from the Doka branch that is closest to the address mentioned during the purchase process.
- The Products shall be handed over to the Client only after the price and all the related costs were paid.
- The Client shall take over the Products from the Doka branch, by using the means of transport brought by it, which are adequate for mechanical lifting by forklift – vehicles with foldable side doors. If such are missing, Doka shall refuse loading.
- Delivery:** If Doka is to provide transportation, the Products shall be delivered only if their price and all the related costs were paid and received by Doka and the delivery place was agreed expressly.
- The actual delivery, meaning the date when the Products leave Doka branch, shall take place on the day mentioned in the order confirmation, while any other delivery periods/dates previously established are indicative.
- The Products shall be delivered by Doka based on a Sales Delivery Receipt. These are to be considered Minutes for Delivery and Quantitative and Qualitative Acceptance Protocol.
- The Client is in charge with obtaining access permits for areas with tonnage restrictions and for paying for them.
- The Client shall unload the Products using means of transport that are adequate for mechanical unloading. The Client is in charge with the organization of the unloading upon delivery, within maximum 2 hours since the shipment arrival.
- The risk of accidental loss or deterioration of the Products shall be transferred to the Client at the time they are handed over for delivery, either to the Client or to a third party acting as its agent.
- In case the delivery/preparation for delivery exceeds 2 weeks from the date mentioned in the order confirmation, except for force majeure events, the Client is entitled to cancel the contract, by sending a written notice to Doka.
- Should the customer refuse to take delivery of the delivered Products, the customer shall ensure that the Products are fully unloaded, stored and held at Doka's disposal.
- The force majeure hindering the delivery/preparation for collecting the Products within the period agreed/on the date agreed shall entitle Doka to prolong accordingly the period for delivery/preparation of Products for collection.
- Doka shall have the right to make partial deliveries.
- The invoices shall be provided to the Client both online, where they may be viewed and downloaded, and by electronic mail. The invoices are considered received immediately after the Client is able to access them, or he becomes aware of them under normal conditions (for ex., receiving them by email). Should the Client wish to receive printed invoices, Doka reserves the right to send them by courier, with payment cash on delivery, the date of the AWB being considered the date of receipt. Should the invoices be sent by email, the Client shall receive them at the email address mentioned in the registration data, being considered received the next working days they were sent.
- Adequate use of the Products bought from the Online Shop requires at all times following Doka instructions, which are relevant to assembly and use. Doka shall freely provide such instructions to the Client, the latter having to download them from the Doka website.

8. Retention of Ownership Title

- Doka reserves the title to the Products sold until full payment of their price (art.1684 Civil Code).
- Ownership shall also extend to any new items produced through the processing of the delivered Products. Upon processing, combination or commingling of the Products, Doka shall acquire co-ownership of the items thus produced proportionate to the value of the delivered Products in relation to the newly created item.
- Clients are forbidden to pledge/rent/sell to third parties any Products bought under reserve of ownership or to use them otherwise for the benefit of third parties. The resale of Products delivered subject to retention of title shall be allowed only upon Doka's express written consent. Customers shall assign to Doka, already at this point in time, any and all receivables due from reselling, either in breach of this provision or given Doka's consent, the Products to which Doka has retained title, it being understood that such receivables shall be assigned as an undertaking to pay. The same shall apply mutatis mutandis to new items in which Doka acquires co-ownership. 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 number and amount of receivables arising from such resale and notify their buyers of the assignment of such receivables. Any profit made by customers on the resale of Products subject to retention of title by Doka shall be passed on to Doka without delay (art.1566 et seq. Civil Code).
- 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.
- Should the Client be in default with the payment, the Products subject to retention of title by Doka shall be returned to Doka without delay, upon its request. In case the Client does not comply with such request without delay, Doka shall have the right to collect the Products being in the ownership of Doka, no matter where they are: on the site or in any other place. In any case, the cost and risks associated with transporting the Products to Doka shall be borne by the Client in question. In such a case, the return or collection of Products shall not be considered as cancellation of the contract. For the products returned or collected, a cancellation invoice should be issued.
- Documentation, Confidentiality of Appraisal and Prohibition of Reverse Engineering**
- The Client is not entitled to use the documentation provided by Doka (information/instructions/manuals) for other purposes than the ones set forth in these GTC/contract or in the relevant documents.
- The expertise contained in documents is provided to the Client only for such purposes. The Client shall treat such expertise as strictly confidential, shall not have the right to use it in any form whatsoever for the purpose of reverse engineering. The Client shall under no circumstances have the right to reverse-engineer the Products.
- Responsibility for the full, correct downloading, in the language desired, of the documents related to the Products bought shall lie exclusively with the Client.

10. Termination of the Contract

- Either party (Doka - Customer) may terminate the contract for the sale and purchase of Products from the Online Store by written notice sent either by courier, with acknowledgment of receipt, to the registered office of the other party, or by e-mail to the address provided by the other party. The termination of the contract can only take place for good cause (such as the violation of the provisions of this document or late payment). The cancellation imputable to the culpable party shall be lawfully effective, without further notice, default notification or intervention of a court of law from the date mentioned in the notification.
- Doka reserves its right to cancel the contract if, for reasons not imputable to it, is no longer able to execute it within a reasonable period of time.
- The Client may cancel an order placed but unprocessed yet by Doka, by visiting the section *My Account – My orders*.
- Should the Client be late to collect the Products within the term agreed, after granting it a grace period of 14 days, Doka may unilaterally terminate the contract, without any other notice, default notification and without the intervention of a court of law.
- Throughout the period during which the Client is late with the payment of the invoiced sums beyond the payment term agreed, Doka does not have the obligation to deliver/prepare for collection any other Products, even if they are subject to some previously accepted/confirmed Orders.
- Should some events unforeseen by the parties dramatically change the value equilibrium of the contract, resulting in an excessive loss on either party upon fulfilling its contractual obligations, this shall be able to request the revision of the contract within a reasonable period of time, calculated from the moment when it became aware of the occurrence of events and their effect on the contract economy. Such request should contain the reasons supporting it. The Parties shall consult each other in view of revision, trying to avoid any excessive loss for either party. The request for revision does not suspend in itself the implementation of the contract and the obligations existing by that time.

11. Warranty and Liability

- Upon the takeover of the Products, the Client is obliged to ensure the presence of its delegate, checking them both quantitatively and qualitatively. The delegate shall represent the Client upon delivery-receipt, by signing/stamping the documents; in the absence of a delegate, the carrier's signature on the delivery documents is full proof of delivery of the Products.
- In case of qualitative deficiencies, which could not have been noticed upon delivery/collection, these shall be communicated to Doka in detail and in writing, accompanied by photos, within 2 (two) working days since their detection, but no more than 7 (seven) calendar days since delivery and before using such Products. After this term, no complaints shall be considered, the Client losing its rights, according to the provisions under art.1709 Civil Code.
- Doka provides only a conformity warranty, in the meaning that its Products comply with the European and national rules and standards in force, if applicable.
- Certain Products are influenced by external factors (3S formwork sheets and multi-ply sheets), therefore, a complaint regarding Products in this category, but which were not stored according to Doka's recommendations, shall be dismissed.
- Doka GmbH is a producer of formwork systems, but certain accessories and consumables come from various suppliers/producers and are only sold by Doka; for such Products, Doka's liability is limited to the warranty conditions provided by the supplier/producer.
- Doka does not guarantee the full and / or accuracy of the information about the products of third parties. It is therefore the responsibility of the Customer to request information from the respective manufacturer.
- Warranty is lost when:
 - 11.7.1 Third parties made interventions or modifications to the Products, without Doka's written agreement;
 - 11.9. 11.7.2 The Client fails to comply with the documentation regarding the storage, treatment, handling, use of the Products bought, as well as when it does not allow Doka to inspect the products bought.
 - 11.10. If the Client resold the Products, he cannot use the Doka warranty, except if here are opposite legal dispositions.
 - 11.11. The burden of proving the existence of defects/faults shall lie with the Client.
 - 11.12. The Parties shall meet at the Client's work point, within maximum 5 working days since notification, in order to agree on the manner of settling nonconformities, recording the situation and the solution in a Conciliation Protocol.
 - 11.13. The Parties may agree to remedy the defects in an amicable manner (replacement delivery or subsequent delivery of any missing or spare Products).
 - 11.14. The notification regarding nonconformities/defects does not exonerate the Client from the obligation to pay for the Products taken over. In order for Doka to be able to respond during the warranty period, the Client should have met all the obligations, inclusively its payment obligation.
 - 11.15. The fact that Doka may enter into negotiations regarding Client's 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.
 - 11.16. Any liability of Doka for minor negligence shall be excluded. Any liability regarding compensation for the damage suffered or lost profits is also excluded, unless the relevant damage or loss was caused deliberately by, and through the exclusive fault of Doka.
 - 11.17. 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, technical breakdowns, upgrading, etc.).
 - 11.18. Doka is not responsible for data loss or damage.
 - 11.19. The products bought may be exchanged/ returned only if they are free of any signs of wear and only based on the delivery note and the invoice. Doka may charge additional handling fees in such cases.

12. Exclusion of offsetting

- The Client shall not be entitled to offset any receivables due to them from Doka against receivables due to Doka.

13. Force majeure

- Force majeure is the external, unforeseeable, absolutely insurmountable and unavoidable event occurred after the order is placed and confirmed, which prevents the party or parties to fulfill their obligations.
- Throughout the duration of the force majeure event, the party invoking and proving it is exonerated from liability.
- The party invoking the force majeure event shall notify its occurrence within maximum 2 working days since the occurrence of the event, and its confirmation by the Chamber of Commerce and Industry of Romania shall be communicated by the party invoking it within maximum 5 calendar days since the date of notification of the occurrence of the event.
- Should the force majeure event last longer than 30 calendar days, the parties must meet, in order to establish the conditions of continuation or termination of collaboration.

14. Governing Law

- Any and all legal relationships between Doka and the Client are governed by the Romanian law, except for the conflict of law rules under private international law and the UN Convention on Contracts for the International Sale of Goods.
- The place of sale shall be the address of the registered office of Doka.
- The relevant courts of law from Bucharest have exclusive jurisdiction over any disputes that might arise from, or in relation to these GTC and the transactions based on them.
- If, for any reason, one or more provisions of these GTC or of any other contract based on these GTC, are invalid or inapplicable, this fact shall not affect the validity of the remaining provisions. Any invalid or inapplicable clause shall be replaced with a legal clause or provision that comes as close as possible to the purpose intended by the parties. The same shall apply mutatis mutandis to any gaps in the provisions.
- The customer can notify Doka in written, including by e-mail at shop-ro@doka.com, regarding any aspect that he considers non-compliant with the legal provisions, including the activities of illegal appearance carried out by customers / users or the information that appears to be illegal.

15. Miscellaneous

- Purchases made in the Online Shop give rise to the usual costs of Internet use.
- The Client may not transfer/assign the rights and obligations set forth in these GTC, without the prior written agreement of Doka.
- Any verbal agreements, promises or recommendations made by Doka employees shall not be valid without a written confirmation by Doka.
- Verbal agreements are not accepted. Any amendments or supplementations to these GTC or to the contracts concluded via the Online Shop require written form to be valid; the same applies to any agreements, warranties and representations, as well as to any contractual amendments made subsequently.
- The email 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 in these GTC. The emails are considered received the next working day they were sent, under the provision of ensuring the proof of sending.
- The information available in the Online Shop used for describing the Products (static/dynamic images/multimedia presentations/etc.) does not represent a contractual obligation of Doka, being used exclusively as presentation.