

**A. General PERI Terms and Conditions of Business**

**1. Scope**

1.1 The General PERI Terms and Conditions of business (hereinafter referred to as "Terms") apply exclusively in the business transactions of PERI Formwork & Scaffolding Ltd with a registered address at 6<sup>th</sup> Floor, South Bank House, Barrow Street, Dublin 4 and bearing company number 634814 a material supplier of goods, (hereinafter referred to as "PERI") with the person or company who purchases goods or services from PERI as a sophisticated end user not being a consumer (hereinafter referred to as "Customer").

1.2 The subject matter of these Terms are all deliveries and services that PERI provides to Customers. The deliveries and services shall be provided exclusively on the basis of these Terms. Other provisions, in particular general terms and conditions of the Customer shall not apply, regardless of whether they have been expressly rejected by PERI or not. These Terms shall also apply exclusively if PERI performs or accepts a delivery or service without reservation in the knowledge of other terms and conditions.

1.3 In addition to these Terms, the following relevant documents and regulations shall form part of the Contract and these Terms:

- 1.3.1 the PERI price proposal;
- 1.3.2 the PERI packaging guidelines;
- 1.3.3 the PERI instructions for assembly and use;
- 1.3.4 applicable laws and regulations including but not limited to the Sale of Goods and Supply of Services Act 1980, the Safety, Health and Welfare at Work Act 2005 which includes for the avoidance of doubt the Safety, Health and Welfare at Work (Construction) Regulations 2013, the Building Control Acts 1990 – 2014, the Building Control Regulations 1997 – 2021 and the Building Regulations 1997 - 2022.

1.3.5 **Special PERI Terms**; these are:

- Special Terms of PERI for **the sale of Formwork and Scaffold (Clause B)**
- Special Terms of PERI for **renting of Formwork and Scaffold (Clause C)**
- Special Terms of PERI for **engineering and structural calculation services (Clause D)**
- Special Terms of PERI for **briefing and plan comparison (Clause E)**
- Special Terms of PERI for **ancillary services (Clause F)**

The applicable Special Terms shall be read in conjunction with and in addition to the General PERI Terms and Conditions of business (Clause A). In the case of conflict, the relevant Special Terms of PERI shall prevail.

1.4 Unless otherwise agreed, the Terms shall apply in the version applicable at the time of the respective conclusion of the Contract with the Customer.

1.5 References to the applicability of statutory provisions are for clarification purposes only. The statutory provisions shall therefore apply irrespective of a corresponding clarification, insofar as they are not directly amended or expressly excluded in these Terms.

**2. Definitions**

2.1 **Business Day** means a day other than a Saturday, Sunday or public holiday in Ireland.

**2.2 Other Formwork and Scaffolding Goods**

Scrap materials, Third-Party Goods, Rental Object and other purchased items, which the Customer has already purchased or rented from PERI on the basis of another contract.

2.3 **Insolvent** means respect of either of the parties if:

- (a) It suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 570 of the Companies Act 2014 or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) It commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;
- (c) petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up (being a company) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction;
- (d) an application is made to court, or an order is made, for the appointment of a receiver or examiner, or if a notice of intention to appoint a receiver or examiner is given or if a receiver or examiner is appointed over it (being a company);
- (e) the holder of a qualifying floating charge over its assets (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten (10) Business days;
- (g) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (f) above (inclusive); or
- (h) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

2.4 **Third-Party Goods** means formwork and scaffolding components that have not been manufactured or distributed by PERI.

2.5 **Used Goods** include such formwork and Scaffolds manufactured by PERI, whose components and accessories have already been used for their intended purpose and correspondingly may bear traces of usage and repair.

2.6 **Scaffolds** are temporarily built building constructions of adjustable length, width and height, which are assembled by the Customer in-situ with scaffold parts, used as per their intended application and can be dismantled again. The term Scaffold is hereinafter used for all objects made available on the basis of a purchase or rental Contract that are intended to produce the construction described in the preceding sentence. The term Scaffold includes all scaffold components and accessories.

2.7 **Purchase Item** refers to the New or Used Goods contractually owed by PERI as per the Contract. In the respective context, Purchase Item could mean both the entire contractually owed performance as well as parts of the contractually owed performance.

2.8 **Rental Object** refers to the new or Used Goods contractually owed by PERI as per the rental Contract as well as containers and packaging material. In the respective context,

Rental Object could mean both the entire contractually owed performance as well as parts of the contractually owed performance.

2.9 **New Goods** are Formwork and Scaffolds manufactured by PERI, whose components and accessories have not yet been used as per their intended application or for any other purpose.

2.10 **Formwork** within the meaning of these Terms is the mould of variable length, width and height to be built temporarily, in which wet concrete is placed to produce concrete elements. The term Formwork is hereinafter used for all the objects made available via purchase or rental Contract and which are intended to produce the construction mould described in the preceding sentence. The term Formwork also includes all formwork components and formwork accessories as well as support structures.

2.11 **Reserved Goods** means Formwork and Scaffolds as well as their components and accessories to which PERI reserves title within the scope of a purchase Contract.

**3. Conclusion of Contract**

3.1 Offers made by PERI are generally non-binding. If an offer by PERI is expressly marked as binding in writing, PERI shall be bound by the offer for 30 (thirty) calendar days from its receipt by the Customer.

3.2 The order of the goods and/or services by the Customer shall be deemed to be a binding offer upon acceptance of such offer by PERI.

3.3 Acceptance of the offer by PERI can be made in writing or in text form (letter, fax, e-mail) or implied (for example by delivery of the goods or provision of the services in connection with the respective order).

3.4 If PERI accepts the offer by the Customer in accordance with Clause A.3.3 or if the Customer accepts the binding offer by PERI within the period in accordance with Clause A.3.1, the respective contract between PERI and the Customer shall be deemed concluded ("**Contract**"). These Terms together with the PERI's offer or the Customer's offer and an accepted purchase order represent the entire agreement between the parties no other express or implied terms, written or oral, shall be incorporated into the contract.

3.5 Offer documents and documents relating to offers by PERI shall remain the property of PERI.

3.6 All agreements deviating from these contractual terms, ancillary agreements, supplements and amendments to the Contract concluded between PERI and the Customer must be in writing to become effective. This shall also apply to amendments of this Clause.

**4. Payment terms**

4.1 In the case of Customers without a pre-agreed credit facility: (a) Purchase Items will be invoiced and shall be payable prior to or upon delivery; (b) Rental Objects will be invoiced on the nearest Invoicing Date 28 days after original dispatch. The first invoice shall be payable immediately and thereafter invoices are payable 30 days from the end of the month in which the invoice is dated.

4.2 In the case of Customers with a pre-agreed credit facility: (a) in the case of Purchase Items, PERI will invoice the Customer for the price of Purchase Items on the nearest Invoicing Date 28 days after original dispatch; (b) Rental Objects will be invoiced on the nearest Invoicing Date 28 days after original dispatch following the supply of the Rental Objects; and (c) invoices are payable 30 days from the end of month in which the invoice is dated.

4.3 Unless otherwise agreed, payments shall be made in EUR.

4.4 All prices are net prices and are to be paid plus statutory VAT.

4.5 Instalment payments are excluded unless instalment payments have been expressly agreed in writing.

**5. Default of payment, inability of the Customer to perform**

5.1 If the payment deadline is exceeded, the Customer shall be in default without further reminder. The receipt of the invoice amount on the specified account of PERI is decisive for the timeliness of payment.

5.2 If the Customer is in default with at least two payments from the business relationship with PERI, PERI is entitled to call due all claims from all business relationships with PERI after the fruitless expiry of 2 (two) weeks after the occurrence of the Customer's second default.

5.3 If the Customer fails to pay the invoice by the due date PERI may: charge interest on overdue invoices at the rate of 5% above ECB base lending rate from the due date until payment; withhold supply of any Purchased Items or Rental Objects due to the Customer; or appropriate any payment made by the Customer to such of the Purchased Items or Rental Objects (including Purchased Items or Rental Objects supplied under any other contract with the Customer) as PERI may in its sole discretion think fit.

5.4 The Customer may not withhold payment of any invoice or other amount due to PERI by reason of any right of set off or counterclaim for any reason whatever.

5.5 If, after the conclusion of the Contract, it becomes apparent that the Customer's financial situation puts the fulfilment of its contractual obligations at risk (in particular in the event of suspension of payments, filing of an application for the opening of insolvency proceedings, attachment and execution measures), PERI is entitled, at its own discretion, to withhold delivery or goods and/or refuse to provide other services until the Customer has paid the price in advance or provided appropriate security.

**6. Assignment**

PERI is entitled to assign any or all of its rights or obligations to third parties without the prior consent of the Customer. The Customer may not assign the rights and obligations to which it is entitled in connection with deliveries and/or services to third parties in whole or in part without PERI's prior written consent.

**7. Securities and contract performance guarantee**

PERI warrants that all Purchase Items and Rental Objects are of satisfactory quality and correspond, within reasonable tolerance levels, to the quantity ordered and any published specification for the Purchase Items or Rental Objects and to all statutory requirements applicable to the Purchase Items or Rental Objects.

**8. Storage of Personal Data**

PERI stores personal data subject to legal regulations. PERI reserves the right to store data from the contractual relationship with the Customer in accordance with the statutory provisions for the purpose of data processing and, insofar as it is necessary for the fulfilment of the Contract, to transmit such data to third parties (such as insurance companies).

## 9. Confidentiality

9.1 The parties shall refrain from exploiting and making available to others trade and company secrets of the other party that were confided to them or became known by them on the occasion of the cooperation during the existence and after termination of the Contract and shall not disclose them to third parties without the prior written consent of the respective contracting party. With regard to PERI, group companies are not considered as third parties, so that disclosure to them is permitted.

9.2 The parties shall use other confidential information, in particular technical information, intentions, experience, findings or designs, which become accessible to them in the context of the contractual cooperation or which they receive from each other, in whatever form, only in the context of their cooperation and shall keep it confidential for five years after the end of the term of this Contract and shall not make it accessible to any third party, other than those parties who require to have sight of same for the purpose of advising the party as to any actions required to be taken or which it is entitled to take hereunder without the prior written consent of the disclosing contracting party. This confidentiality obligation also applies to information that is based on confidential information of the other party. This confidentiality obligation does not apply to information that is proven to be known by the receiving party prior to the cooperation occasioned by this Contract as well as during the performance of this Contract and for which no other duty of confidentiality exists,

- received rightfully from a third party by the receiving party,
- generally known upon conclusion of this Contract or becomes generally known afterwards without a breach of the obligations contained in this Contract,
- developed in the course of its own development by the receiving party without recourse to or use of confidential information,
- required to be disclosed by the receiving contractual partner due to legal, official or judicial order; in this case, the receiving contractual partner will inform the disclosing contractual partner prior to the disclosure and limit the disclosure as much as possible.

9.3 The parties shall oblige the employees and agents working for them to comply with this confidentiality clause. The same applies for PERI in case of disclosure to its group companies.

## 10. Liability on the part of PERI

10.1 Subject to Clause A.10.2, PERI warrants that the Purchased Items or Rental Objects are of satisfactory quality and correspond, within reasonable tolerance levels, to the quantity ordered and any published specification for the Purchased Items or Rental Objects and to all statutory requirements applicable to the Purchased Items or Rental Objects.

10.2 PERI shall have no liability for ascertaining whether the Purchased Items or Rental Objects are suitable or reasonably fit for the purpose for which they were ordered or for any advice it may give whether by itself, its employees or agents as to the application or suitability of Purchased Items or Rental Objects for any purpose whatsoever.

10.3 PERI shall not be liable for any loss or damage to the extent that such loss or damage is attributable directly or indirectly to circumstances beyond PERI's reasonable control and/or the actions of the Customer, including, for the avoidance of doubt, any failure by the Customer to mitigate against any loss or damage.

10.4 If PERI agree to provide a design service in respect of the use of the Purchased Items or Rental Objects PERI's liability for any loss or damage caused due any deficiency or error with any plans, calculations, designs, method statements and design advice produced by PERI before or after delivery of the Purchased Items or Rental Objects shall be reduced to the extent that the Customer fails to check the adequacy, accuracy, suitability and completeness of the design advice.

10.5 PERI shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract.

10.6 PERI'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 lower of the price or the limit of PERI's insurance cover in the event that the risk is insurable and PERI's insurer will pay out in respect of such liability.

10.7 Nothing in these Terms including, for the avoidance of doubt, clauses 7, 8 and 9, shall limit or exclude PERI's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; (c) any other matter in respect of which it would be unlawful for PERI to exclude or restrict liability.

10.8 No proceedings whether for breach of contract or breach of duty on the part of PERI may be issued by the Customer after the expiration of 6 (six) years from the date of a contract.

## 11. Governing Law and Jurisdiction

The contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of Ireland, and the parties irrevocably submit to the jurisdiction of the courts of Ireland.

## 12. Waiver

Notwithstanding any other provision of these Terms, a waiver of any right or remedy under the contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by PERI to exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## 13. Common Law and Equitable Relief

The Customer expressly acknowledges that notwithstanding any other provision of these Terms or the contract, and without prejudice to any other right or remedy which PERI may have, the Customer acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Customer of the provisions of these Terms or the contract, so that in the event of a breach or anticipated breach of such provisions, the remedies of injunction and/or an order for specific performance would be available in appropriate circumstances to PERI.

## 14. Severance

If any court or competent authority finds that any provision of the contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the contract shall not be affected.

If any invalid, unenforceable or illegal provision of the contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 15. Termination

If the Customer is in material breach of the contract and such breach continues for 10 Business Days after a notice in writing is delivered to the Customer by PERI, specifying the breach then PERI may, without prejudice to any other rights or remedies, thereupon and at least within 10 Business Days' notice terminate the contract with the Customer.

PERI may immediately terminate the contract with the Customer on written notice to the Customer if the Customer becomes insolvent.

Following a termination under this clause A15, PERI shall be entitled to the immediate return of all Purchase Items, Rental Objects, Reserved Goods and any other items or goods the title of which remains with PERI as well as outstanding fees and other payments due and owing to PERI as of the date of termination.

## 16. Miscellaneous

The Customer may only set off or exercise a right of retention against claims of PERI if the Customer's counterclaim is undisputed, a legally binding title exists or the counterclaim is based on the same contractual relationship.

## B. Special Terms of PERI for the sale of Formwork and Scaffold

### I. Special PERI Terms for the sale of New Goods

If the Customer orders New Goods from PERI, the following provisions shall apply. The following designation under Clause B.I "Purchase Item" refers exclusively to New Goods.

#### 1. Dates and deadlines

1.1 Delivery dates and deadlines are only binding if they are expressly designated as "binding" in the individual contract. Subsequent amendments to the Contract may lead to an extension of the agreed delivery periods and postponement of the delivery dates. Neither absolute nor relative fixed-date transactions are agreed between PERI and the Customer with respect to PERI's performance obligation unless a fixed-date transaction is agreed explicitly and in writing.

1.2 Deliveries are executed only after complete clarification of all the execution details and confirmation of the delivery periods and deadlines by PERI in text form (letter, fax, e-mail).

1.3 Delivery periods shall not commence before the Customer has fulfilled its contractual and cooperation obligations, if any, which are a requirement for such delivery period to commence, has provided the necessary official certificates and permits and, if advance payment has been agreed, not before PERI has received the agreed payment.

1.4 If PERI's supplier does not make the delivery relevant for the New Goods ordered by the Customer correctly or on time, the agreed delivery periods and dates shall be extended in each case by the duration of the hindrance plus a reasonable start-up period, provided that the reasons for the supplier's failure to make the delivery, to make it correctly or on time do not lie within PERI's area of responsibility.

1.5 In the event of non-binding delivery periods or delivery dates that are extended in accordance with the above provisions, PERI shall not be in default prior to the fruitless expiry of a reasonable period for delivery set by the Customer in writing.

1.6 Impediments due to force majeure or other unforeseeable impediments for which PERI is not responsible, such as work stoppage, strike, lockout, governmental prohibitions, war, embargo, epidemics, pandemics, operational disruptions, extend the deadlines and postpone the dates corresponding to the time of their duration plus a reasonable start-up period. The same applies even if such a condition arises on part of the pre-suppliers or sub-contractors of PERI. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Customer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for six weeks or longer, both parties to the Contract may withdraw from the Contract.

#### 2. Passing of risk, shipping

2.1 PERI delivers Ex Works (EXW) following Incoterms 2020 from the designated PERI warehouse.

2.2 Partial deliveries on the part of PERI are permissible, provided that their acceptance is not unreasonable for the Customer, if the delivery of the remaining ordered Purchase Item is ensured and the Customer does not incur any significant additional expense or costs as a result (unless PERI agrees to bear these costs). Each partial delivery can be invoiced separately.

2.3 Only if explicitly agreed in an individual case that PERI takes over transportation of the Purchase Item, PERI shall bear the risk of conveyance until the Purchase Item has been handed over to the customer.

2.4 PERI determines at its discretion the nature of the transport vehicles used for shipping.

2.5 The Customer shall bear the costs for shipping, freight, and packaging which shall be in addition to the price of the Purchase Items or Rental Objects.

#### 3. Handover

3.1 A delivery note is issued for the Purchase Item, which includes the type and number of delivered parts of the Purchase Item and other information.

3.2 While handing over the Purchase Item, the delivery note created as per Clause B.I.3.1 should be signed in duplicate by the Customer or a representative of the Customer and by PERI or a representative of PERI. PERI and the Customer each receive a copy of the delivery note.

#### 4. Acceptance

4.1 The Customer or a representative of the Customer must accept the Purchase Item at the nominated PERI Stock Yard or Warehouse agreed by the contracting parties. The acceptance of the Customer shall be decisive for the transfer of the risk of accidental loss and accidental deterioration of the Purchase Item. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance.

4.2 With the signature under the delivery note, the Customer declares the acceptance of the Purchase Item, which indicates whether the Purchase Item has been handed over in the agreed quantity and is clean and free of obvious defects. Acceptance and/or acceptance of the Purchase Item may not be refused due to minor defects.

4.3 The Customer is in default of acceptance if it does not collect the Purchase Item on the bindingly agreed delivery date or, in the case of contractually agreed acceptance, does not accept it despite it being ready for acceptance. In the case of non-binding delivery periods or delivery dates, PERI may notify the Customer with a notice period of two weeks that the Purchase Items are ready for collection and/or, in the case of contractually agreed acceptance, for acceptance; if the Customer does not collect and/or accept the Purchase Items at the end of the notice period, it shall be in default of acceptance.

4.4 Handover or acceptance shall be deemed to have taken place if the Customer is in default of acceptance. In particular, if the Customer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, the Purchase Item shall be deemed to have been accepted in accordance with the Contract unless the Customer is not responsible for its failure to appear.

#### 5. Prices

5.1 The price of the Purchase Item results from Contract (Clause A.3.3). If the Purchase Item consists of several individual parts, then the total purchase price and the price to

- be referred for the settlement result from multiplying the quantity and the purchase price of the Purchase Item.
- 5.2 If, between the conclusion of the Contract and delivery, there are changes in costs for PERI, in particular due to changes in material or raw material prices, collective wage agreements or other price changes of suppliers or exchange rate fluctuations for which PERI is not responsible and which could not have been foreseen with sufficient certainty, PERI is entitled to adjust the agreed prices accordingly. An increase in price should be notified to the Customer. Upon the request of the Customer, PERI must prove the factors and their scope involved in the price increase.
- 6. Retention of title and transfer of ownership**
- 6.1 The title to the Purchase Item remains the property of PERI until the purchase price has been paid in full. In the case of current invoices, PERI shall use the Reserved Goods as security for PERI's balance invoice.
- 6.2 As long as the purchase price has not been paid in full, the Customer does not have the right to resell the Reserved Goods. The Customer shall only have the right to resell the Reserved Goods if PERI expressly agrees this with the Customer in writing. If the Customer nevertheless resells Reserved Goods, PERI is entitled to demand an appropriate contractual payment from the Customer, the amount of which is to be determined by the competent court at its reasonable discretion; this does not apply if the Customer proves that he is not responsible for the resale of the Reserved Goods. In determining the amount of the contractual payment by the competent court, the possible damage suffered by PERI and the advantages gained by the Customer shall be taken into account appropriately.
- 6.3 The fulfillment of individual claims in current account does not cancel the retention of title.
- 6.4 The fact that PERI includes individual claims against the Customer in a current invoice or offsets them against claims of the Customer or otherwise draws balances against the Customer does not cancel the retention of title.
- 6.5 The Customer is obliged to store the Reserved Goods purchased from PERI separately from Other Formwork and Scaffolding Goods and accordingly to mark them as PERI's property. If, contrary to the Customer's obligation within the meaning of the previous sentence, the Reserved Goods are mixed/mingled with Other Formwork and Scaffolding Goods and the Reserved Goods can no longer be separated from Other Formwork and Scaffolding Goods, PERI becomes co-owner.
- 6.6 If the Customer acquires sole ownership or co-ownership of the Reserved Goods as a result of the mixing/blending, the Customer shall transfer co-ownership of the Reserved Goods to PERI upon conclusion of the purchase Contract in proportion to the value of the Reserved Goods to the Other Formwork and Scaffolding Goods at the time of the mixing/blending. The value of the Other Formwork and Scaffolding Goods shall be determined by PERI at its reasonable discretion. In this case, the Customer must store free of charge the goods owned or co-owned by PERI which are also to be regarded as Reserved Goods according to the aforementioned criteria.
- 6.7 If Reserved Goods are sold by the Customer alone or together with other goods, the Customer shall, upon conclusion of the purchase Contract for Reserved Goods, assign to PERI the claims arising from the resale of the Reserved Goods in the amount of the value of the Reserved Goods with all ancillary rights and ranks, without assigning this claim to third parties otherwise or with priority. In the event of a blanket assignment affecting the Customer, the claim to be assigned by the Customer to PERI is deemed to have been assigned to PERI and the Customer from the outset, insofar as the blanket assignment does not intervene, the blanket assignment is ineffective, or it provides for the release of a claim. In this respect, the said claim against the Customer and third parties is deemed to have been assigned with priority. If the resold Reserved Goods are co-owned by PERI, the assignment of the claim shall extend to the amount corresponding to PERI's share value in the co-ownership. The value of the goods is determined according to the list price, which is to be determined by PERI at its reasonable discretion, considering a used discount.
- 6.8 At PERI's request, the Customer is obliged to immediately provide PERI with all information and hand over all documents that are necessary for PERI to assert its rights against the Customer's customers.
- 6.9 PERI authorizes the Customer, subject to revocation, to collect the claim.
- 6.10 PERI will not make use of its own collection authority as long as the Customer also declares its payment obligation to all third parties against whom the Customer has a payment claim that is not necessarily due and enforceable but exists as a result of the resale of the Reserved Goods.
- 6.11 At PERI's request, the Customer must name the debtors of the assigned claim and notify them of the assignment of the claim to PERI.
- 6.12 The Customer must inform PERI immediately of any compulsory enforcement measures by third parties in respect of the Reserved Goods or in respect of assigned claims, handing over the documents necessary for the objection. In the event of suspension of payments, application for or opening of insolvency proceedings, the right to resell, use or install the Reserved Goods and the authorization to collect the assigned claims shall expire. In the event of a cheque or bill of exchange process, the authorization to collect also expires. In this case, PERI is entitled to collect its Reserved Goods.
- 6.13 PERI must be notified immediately of any seizure or confiscation of the Reserved Goods by third parties. Any resulting intervention costs shall in any case be borne by the Customer, unless they are borne by third parties.
- 6.14 PERI and the Customer shall mutually agree on the basis of the invoice documents which goods are their property. If the Customer does not cooperate in the selection determination referred to in the previous sentence, PERI is entitled to carry out this selection determination alone. The costs of the selection shall be borne by the Customer unless the Customer is not responsible for the non-cooperation in the separation.
- 6.15 If the security of the purchase price claim against the Customer to which PERI is entitled based on the assignment in advance exceeds the value of the secured claim by more than 10 (ten) percentage points, PERI is obliged to make a retransfer or release at the Customer's discretion. The value of the secured claim is determined by the price that PERI has invoiced to the Customer.
- 6.16 If the Customer includes a claim assigned to PERI from a resale of Reserved Goods in a current account relationship existing with its customers, the current account claim is assigned in full. After balancing, the current account claim shall be replaced by the recognized balance, which shall be deemed assigned up to the amount of the original claim.
- 6.17 The Customer cannot acquire ownership of the Purchase Item by replacing the handover by agreeing a legal relationship between PERI and the Customer by virtue of which the Customer obtains indirect possession unless this type of transfer of ownership has been expressly agreed in writing.
- 6.18 If a third party is in possession of the Purchase Item, the transfer of ownership may be replaced by PERI assigning to the Customer its claim for surrender of the Purchase Item against the third party; however, this only applies if the parties expressly agree this in writing.
- 7. Quality of the Purchase Item, specifications and application, guarantees**
- 7.1 The quality of the Purchase Item shall be exclusively the specification, which is the subject of the individual Contract. It is the responsibility of the Customer as a sophisticated end user to check whether the Purchase Item is suitable for the purposes it wishes to use it for.
- 7.2 Information provided by PERI verbally, in writing and in any other form on the suitability, including application, processing and other use, is given to the best of its knowledge, but is only deemed to be non-binding information and does not release the Customer from its own examination of the Purchase Item delivered by PERI for its suitability for the intended purposes. Application, processing and other use of the Purchase Item take place outside PERI's control and are therefore exclusively the Customer's responsibility, unless expressly stipulated otherwise. Deviations in weights, dimensions and other technical values which have no effect on the intended use are permissible and do not entitle the Customer to make a complaint.
- 7.3 The Purchase Item corresponds to the intended quality if, at the time of the transfer of risk, it complies with the technical specifications described in the instructions for assembly and use applicable to it.
- 7.4 Guarantees, in particular quality guarantees, shall only be binding on PERI to the extent that they (i) are contained in an offer or an order confirmation, (ii) are expressly designated as a "guarantee" or "quality guarantee" and (iii) expressly stipulate the obligations resulting for PERI from such a guarantee.
- 7.5 Except as set out in this Contract, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of our goods or services to be provided by PERI to the Customer are excluded to the fullest extent permitted by law.
- 8. Rights in case of defects**
- 8.1 Complaints in respect of defects must be made in writing, stating the specific defect. Notices of defects due to incomplete delivery and other recognizable defects must be given to PERI in writing without delay, but at the latest within 14 (fourteen) days of delivery; hidden defects must be notified without delay, but at the latest within 14 (fourteen) calendar days of their discovery. Warranty claims become statute-barred 12 (twelve) months after transfer of risk (warranty period). Claims due to defects notified belatedly are excluded.
- 8.2 The costs of the inspection of the Purchase Items shall be borne by the Customer. Purchase Items notified as defective must be made available to PERI for inspection upon request.
- 8.3 The statutory provisions apply to the Customer's rights in the event of defects, unless otherwise stipulated below.
- 8.4 If the Purchase Item is defective, PERI shall, at its own discretion, deliver a new item or repair the defective Purchase Item. In the event of rectification, the remaining part of the original warranty period shall commence with the return of the rectified Purchase Item. The same shall apply in the case of subsequent delivery.
- 8.5 In the event of subsequent delivery, the Customer must return the defective Purchase Item to PERI in accordance with the statutory provisions.
- 8.6 The retention of title in accordance with Clause B.1.6 also applies to the parts to be replaced as part of the subsequent delivery.
- 8.7 If the Customer has installed the defective Purchase Item in another item or attached it to another item in accordance with its type and intended use, PERI shall reimburse the Customer for the necessary expenses for removing the defective Purchase Item and installing or attaching the repaired or delivered non-defective Purchase Item in accordance with the statutory provisions within the scope of subsequent performance. Unless otherwise agreed, however, PERI is not obliged to remove the defective goods and to install or attach the repaired or delivered non-defective goods within the scope of subsequent performance.
- 8.8 Claims by the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses are increased due to subsequent transport of the Purchase Items to a place other than the agreed place of delivery; PERI is entitled to invoice the Customer for such additional costs.
- 8.9 PERI is excluded from liability if the Customer does not use the Purchase Item in accordance with the respective valid instructions for assembly and use provided by PERI, to the extent the damage is based thereon. Besides, PERI does not vouch for the compatibility and safety of third party components and accessories in connection with the Purchase Item.
- 9. Miscellaneous**  
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- II. Special conditions for used goods and rental purchase**
- 1. Rental purchase**  
Insofar as PERI agrees with the Customer at the time of the conclusion of a rental Contract, during the period of a rental Contract or in connection with a rental Contract, that the Customer purchases the Rental Object wholly or partially (rental purchase).
- 2. Defect claims**  
Insofar as the Customer purchases goods that were previously provided to it by PERI on the basis of a rental Contract, in whole or in part, this is the purchase of Used Goods. The purchase is made "as inspected". Subject to Clause A.10, the sale of Used Goods by PERI excludes any defect claims and liability.
- 3. Application of the Special PERI Terms for the Purchase of New Goods**  
In all other respects, the Special Terms for the sale of New Goods (Clause B.1) shall apply accordingly.
- 4. Miscellaneous**  
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- C. Special Terms of PERI for renting of Formwork and Scaffold**
- 1. Nature of the Rental Object**
- 1.1 The Rental Object is usually previously Used Goods. The Customer has no claim to the receipt of New Goods. The Rental Object is handed over in a satisfactory and functional condition.
- 1.2 PERI shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Customer's quiet possession of the Rental Object.
- 1.3 Any additional requirements for the Rental Object should be agreed in advance between PERI and the Customer in written form. It is the responsibility of the Customer to check the suitability of the Rental Object for a specific purpose. In particular, PERI does not make any guarantee or promise that the Rental Object is suitable or complete for its planned use, that it complies with relevant safety regulations, or whether the Rental Object fulfils the requirements of any eventual safety and health plan of the Customer.



<p><b>2. Calculation and assignment</b></p> <p>21 The agreed rent applies for the minimum rental period as per Clause C.7.1.</p> <p>22 After the expiry of the respective minimum rental period, the rent is calculated as per calendar days.</p> <p>23 The actual delivered quantity is billed by the calculated number of items, square metres, linear metres, cubic metres, lump sum metres or raised metres ("<b>actual total quantities</b>").</p> <p>24 The rent per calendar day is calculated from the rent agreed for the minimum rental period divided by 14 (fourteen).</p> <p>25 The beginning and end of the rental period are regulated in Clause C.7.</p> <p>26 Unless otherwise agreed, rental invoices are generated at the end of a calendar month either for the past calendar month or for the past 30 (thirty) calendar days.</p> <p><b>3. Transfer/inspection of the Rental Object</b></p> <p>3.1 The Rental Object is provided for pick-up in multiple parts at the Customer's request. Unless otherwise agreed in the Contract, the Customer must notify PERI of his intention to pick-up at least 48 (forty-eight) hours before the intended pick-up day. This pick up is then confirmed or rescheduled at a time suitable for both parties.</p> <p>3.2 PERI provides the Rental Object for pick-up by the Customer in the agreed warehouse, unless contractually agreed otherwise.</p> <p>3.3 PERI adds a delivery note in duplicate to the delivery. The number and product type of the shipped parts of the Rental Object are specified on the delivery note with the consignment. After transfer of the Rental Object to the Customer, the Customer must inspect the Rental Object immediately for conformity with the specifications in the delivery note, completeness and functionality.</p> <p>3.4 The delivery note must be signed by the Customer or a representative of the Customer at the time the Rental Object is transferred to the Customer.</p> <p>3.5 The Rental Object must be accepted by the Customer unless there is a major defect.</p> <p>3.6 Partial deliveries from PERI are permitted. In case of partial deliveries, such a partial delivery will be announced by PERI.</p> <p>3.7 Missing or defective parts should be immediately notified to PERI in writing. If the Customer omits to notify PERI, then the delivery is considered accepted unless there is a defect that was not identifiable during the inspection. This does not apply to cases in which partial performance is indicated and provided by PERI.</p> <p>3.8 If any defect was not identifiable at the time of the handover and is identified only later, then the Customer must notify PERI of the defect immediately after it is detected; the notification shall be made in text form (letter, fax, e-mail).</p> <p><b>4. Passing of risk, dispatch and packaging and the costs for dispatch, packaging and waiting periods</b></p> <p>4.1 If the Customer himself or a carrier or forwarder representing the Customer performs the transport of the Rental Object, then the Customer is responsible for the transport risk from the time of transfer of the Rental Object to the carrier or forwarder or to the Customer himself. This applies regardless of whether PERI has organized the transport for the Customer.</p> <p>4.2 The Customer shall bear the shipping costs, freight costs, packaging costs and, if applicable, tolls and unloading costs. Furthermore, the Customer bears the costs for waiting periods during loading and unloading at the construction site if such periods exceed 2 (two) hours, unless the Customer is not responsible for such waiting periods.</p> <p><b>5. Use of the Rental Object</b></p> <p>5.1 While using the Rental Object, the Customer must observe the regulations stated in the assembly and use instructions as well as the current applicable versions of work safety laws. The assembly and use instructions are provided to the Customer together with the Rental Object.</p> <p>5.2 The Customer bears the risk of using the Rental Object with its own parts or the parts of another manufacturer.</p> <p>5.3 The Customer is responsible for the correct and proper storage, intermediate and final cleaning, maintenance of Formwork shell, use of release agents and compliance with instructions from the assembly and use instructions provided, product posters and operating instructions (including those for accessories).</p> <p>5.4 The Customer is obliged to handle the Rental Object carefully and appropriately and to undertake the necessary measures so that the usability of the Rental Object is not reduced.</p> <p>5.5 The duty of maintenance and repair during the rental period shall be borne by the Customer insofar as corresponding damage is attributable to the rental use or the Customer's sphere of risk. Damage to the Rental Object due to improper use shall be compensated in accordance with the statutory regulations.</p> <p>5.6 PERI is excluded from liability when the Customer does not use the Rental Object in accordance with the respectively valid instructions for assembly and use provided by PERI to the extent the damage is based thereon.</p> <p>5.7 If the Rental Object consists of a Scaffold, then the following applies to use of the Rental Object in addition to Clauses C.5.1 - C.5.4: The Scaffolds may be used only in accordance with the assembly and use instructions as well as any relevant industry standards including the guidance issued in respect of scaffolding by the Health and Safety Authority. Non-compliance will release PERI from responsibility for any damages to the extent such damage arose from such misuse.</p> <p>5.8 The Customer must continuously monitor the Rental Object at the place of use and discard defective parts, particularly parts that do not correspond to the requirements of the assembly and use instructions.</p> <p>5.9 The Customer must carefully safeguard and protect the Rental Object against theft. In case of theft, embezzlement or any other illegal misplacement, the Customer is obliged to notify PERI and An Garda Síochána in writing immediately about the theft, embezzlement or other illegal misplacement. In case of theft, embezzlement, or any other suspected criminal act related to the Rental Object, the Customer shall file a police report and lodge a complaint regarding all potential offences involved as soon as signs of any criminal offence regarding the Rental Object are noticed or the Customer presumes the same. A copy of the statement filed should be sent immediately to PERI after the submission of the report.</p> <p>The Customer must ensure that the Rental Object is protected against damage by fire, water and weather.</p> <p>5.10 The Customer shall indemnify PERI without limitation and on demand for any loss or damage arising from any breach of whatsoever nature by the Customer with the requirements of this clause C5.</p> <p><b>6. Deadlines and dates</b></p> <p>6.1 Delivery deadlines or other dates are only binding for PERI if they are explicitly marked in the Contract as "binding".</p> <p>6.2 Delivery periods begin only after the details of the execution are clarified. Compliance with agreed-upon delivery periods assumes the fulfilment of all relevant necessary contractual and cooperation obligations of the Customer.</p> <p>6.3 4 (four) weeks after a non-binding deadline has been exceeded, the Customer can request PERI in text form (letter, fax, e-mail) to deliver within a reasonable grace period.</p>	<p>PERI is only in default upon receipt of this request. If PERI is in default with the performance, the Customer may only withdraw from the Contract after the grace period has expired fruitless.</p> <p>6.4 The delivery obligations are subject to the provision that PERI itself is supplied properly and in a timely manner, unless PERI is responsible for the incorrect or late delivery to itself.</p> <p>6.5 Impediments due to force majeure or any other unforeseeable impediments for which PERI is not responsible, such as work stoppage, strike, lockout, governmental prohibitions, war, embargo, epidemics, pandemics, operational disruptions and energy and transportation shortages, restrictions or restraints of Governmental authorities whether state or local extend and postpone the deadlines accordingly by the time of their continuation plus a reasonable start-up period. The same applies even if such a condition arises on part of the pre-suppliers or sub-contractors of PERI. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Customer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for six weeks or longer, both contractual partners may withdraw from the Contract.</p> <p><b>7. Rental duration</b></p> <p>7.1 The minimum rental duration is 14 (fourteen) calendar days.</p> <p>7.2 The rental period for each Rental Object begins with the day on which the Rental Object leaves the warehouse of PERI. The rental period for each Rental Object ends when the Rental Object re-enters the contractually agreed rental warehouse of PERI. If no rental warehouse was determined in the rental Contract, then the rental warehouse is the warehouse that lies closest to the construction site to which the Rental Object was delivered.</p> <p>7.3 Since the Customer is responsible for the transport of the Rental Object if the pick-up of the Rental Object is carried out later than the day agreed in the Contract due to reasons for which the Customer is responsible, then the day on which PERI was ready to dispatch the Rental Object is considered the beginning of the rental period.</p> <p>7.4 Customer shall bear the risks of using rented material. PERI does not grant suspension or reductions of rent for holidays, bad weather or technical downtimes. PERI's legal liability for breaches of duty hereby remains unaffected.</p> <p><b>8. Defect claims</b></p> <p>8.1 The Customer must notify PERI immediately of any defects in the Rental Object.</p> <p>8.2 PERI is only liable for initial defects to the extent that have arisen due to a breach of contract and/or breach of duty on the part of PERI. PERI's liability shall be reduced to the extent the defects are caused by the Customer, their subcontractors or their servants or agents, which shall also include any failure on the part of the Customer to mitigate against the cost or losses from such.</p> <p>8.3 If there is a defect in the Rental Object which renders it unsuitable for the use stipulated in the Contract, PERI is also entitled, at its own discretion, to remedy the defect by delivering a new Rental Object instead of rectifying the defect. In this case, the delivery of the new Rental Object and the collection of the defective Rental Object shall be at PERI's expense.</p> <p>8.4 The Customer's claims for defects are excluded insofar as and as long as PERI is prevented from inspecting alleged defects or the evidence requested by PERI is not made available without delay to an extent that enables PERI to inspect and verify the defect; in this case, it is sufficient if the defective good is made available to PERI and the defect and its cause can be deduced from it.</p> <p>8.5 Except in cases of imminent danger and if PERI is in default of the performance of the warranty obligations, the Customer may only remedy defects itself or have them remedied with PERI's written consent. In this respect, PERI shall only bear the costs that it would have incurred itself.</p> <p><b>9. Signage and advertising</b></p> <p>9.1 PERI is entitled to affix advertisements for its company and products on banners, signs, posters and similar items in a size determined by PERI at a visible place on the Rental Object. The Rental Object's working capabilities should not be affected thereby to the disadvantage of the Customer.</p> <p>9.2 PERI is entitled to photograph the objects on which labour is done with the help of PERI's Scaffolds and/or Formwork and to use them in PERI advertisements, along with the name of the Customer, in any form, such as catalogues, prospectuses, on reference lists, on its online homepages <a href="http://www.peri.ie">www.peri.ie</a>, social-media platforms and similar locations. If the builder or architect is entitled to a copyright to the object, the Customer tries to facilitate, at the request of PERI, that PERI obtains the usage rights in question from the Customer's client.</p> <p>9.3 The Customer must ensure that the advertisement affixed by PERI is not damaged or misplaced.</p> <p>9.4 Placing advertisements of the Customer, the Customer's client or a third party on the Rental Object requires PERI's prior consent, insofar as such affixing requires an intervention in the substance of the Rental Object. The advertisement of the Customer should not, in any case, completely or partially hide or cover the advertisement by PERI.</p> <p><b>10. Subleasing, lending and Transfer of the Rental Object</b></p> <p>10.1 The Customer is not entitled to sublease or lend the Rental Object or parts of the Rental Object to a third party or to transfer possession of the Rental Object or parts of the Rental Object in any other way to third parties (hereinafter "<b>Transfer of Rental Object</b>"). Any Transfer of the Rental Object requires the prior written consent of PERI. The use of the Rental Object by one of the subcontractors of the Customer that is active on the construction site agreed upon in the rental Contract may not require approval within the meaning of the preceding sentence, provided that the Rental Object is used by the subcontractors exclusively on the construction site agreed upon in the rental Contract.</p> <p>10.2 The Customer hereby assigns all claims of the Customer against a third party from the Transfer of the Rental Object to PERI, and PERI accepts the assignment. The Customer hereby assigns receivables of the Customer arising against the third party via dispositions of the Rental Object or parts of the Rental Object to PERI, and PERI accepts the assignment.</p> <p>10.3 The Customer shall inform PERI immediately if the Rental Object or parts of the Rental Object are seized or affected in any other way. The Customer must also inform PERI without delay of any applications for compulsory auctions and compulsory administration with regard to the property on which the Rental Object is located or associated buildings or facilities.</p> <p>10.4 The Customer is not entitled to transfer or relocate the Rental Object or parts of the Rental Object to a location other than the one mentioned in the rental Contract, unless PERI has previously provided its written consent for this. The Customer shall indemnify PERI in full and on demand for any costs, expenses, damages or losses arising due to the Customer's breach of this Clause C10.4.</p> <p><b>11. Return Delivery</b></p> <p>11.1 The return delivery of the Rental Object ("<b>Return Delivery</b>") is carried out by the Customer himself, unless otherwise explicitly agreed in writing at the time of the conclusion of the Contract.</p>
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- 11.2 Return Deliveries are carried out at the cost and risk of the Customer. PERI can, if agreed explicitly, arrange transport for the Customer and commission a transport company for this purpose. If the transport company takes over the return transport, then the Customer shall bear the transport risk.
- 11.3 If PERI undertakes the return transport of Rental Object as an ancillary service (Clause F), then PERI only assigns its claims for damages resulting from the return of the Rental Object against the carrier or forwarder to the Customer. In all other respects, PERI shall be only liable in accordance with Clause A.10.
- 11.4 PERI can determine the type of shipment and the packaging for Return Delivery. At the time of the Return Delivery, the packaging materials delivered by PERI should be used and returned.
- 11.5 Return Deliveries must be made to the PERI rental warehouse mentioned in the Contract (hereinafter referred to as **"Place of Return Delivery"**), unless otherwise specified explicitly.
- 11.6 If the Rental Object is returned, at PERI's request, to a site other than the Place of Return Delivery, then PERI bears any eventual incurred additional transport costs.
- 11.7 The Customer must return the rental material in its complete, original technical condition without any other damage apart from the normal wear and tear, in a cleaned and reusable condition, dismantled, bundled according to dimensions, palletised and arranged properly for unloading with a forklift.
- 11.8 Mechanical parts like spindles or screws that are greased by PERI before handover must be greased again before these are returned.
- 11.9 The Customer should immediately notify PERI about parts of the Rental Object that are lost or have become useless or damaged during the rental period due to use by the Customer as soon as the knowledge about the same is obtained. Those parts of the Rental Object that can no longer be repaired, even after reasonable expense, are considered useless. In addition, the Customer must bear the cost for the disposal of useless parts of the Rental Object.
- 11.10 The Customer must ensure that rented objects of the same type are not mixed. If rental, purchase and other objects are mixed, the Customer must indicate, which are Rental Objects, which are Purchase Items and which are other objects. In case of doubt, PERI has the right to distinguish those objects that are to be regarded as Rental Objects from the mixed properties as per its choice and can demand the return of such Rental Objects at the end of the rental relationship.
- 11.11 The Customer shall indemnify PERI without limitation and on demand for any loss or damage arising out of any breach of whatsoever nature by the Customer with the requirements of this clause C11.
- 12. Return Delivery check**
- 12.1 After the delivery of the Rental Object to the Place of Return Delivery or another unloading site agreed between the Customer and PERI, the Rental Object is photographed immediately, both on the vehicle and after offloading. Insofar as the normal course of business permits, the Return Delivery Counting (Pre-Counting) is carried out within two (2) Business Days after receiving the Return Delivery. Insofar as the normal course of business permits, the Return Delivery Inspection (Completion) is performed within seven (7) days thereafter.
- 13. Pick-up**
- 13.1 If the Return Delivery pick-up by PERI has been exceptionally agreed, then the Customer must agree with PERI on the exact handover time 48 (forty-eight) hours prior to the pick-up of the Rental Object.
- 13.2 If the Customer cannot arrange the pick-up due to circumstances for which the Customer is responsible, then the rental period is extended correspondingly. In this case, the Customer must bear the cost of the repeated transport.
- 13.3 If the Rental Object is not picked up by PERI on the agreed day and at the agreed time, then the Customer can immediately demand the pick-up again by phone or in writing.
- 13.4 PERI shall give notice of the pick-up of the Rental Object in good time. At the time of pick-up by PERI, the Rental Object should be as defined in Clauses C.11.7 and C.11.8. It must be loaded carefully at the expense of the Customer. Otherwise, PERI will separately calculate corresponding mandatory waiting periods. If the pick-up is delayed by more than two hours due to reasons for which the Customer is responsible, then PERI will be separately compensated for the waiting periods exceeding two hours by means of a Demurrage Charge.
- 14. Premature termination of contract**
- 14.1 PERI is entitled to prematurely terminate the rental Contract and all other existing Contracts without notice and to exercise its right to reclaim and pick up the Rental Object if
- the Customer is in delay with at least 2 (two) monthly rentals in whole or in part and in doing so with at least 10 (ten) % of the total amount of the rent payments agreed for the rental period;
  - a bill of exchange or cheque of the Customer is disputed by the Customer or a third party and PERI has unsuccessfully set the latter a two-week deadline for payment of the amount in delay;
  - an application for insolvency is made or insolvency proceedings are initiated with regard to the assets of the Customer, in which case any administrator's rights after the insolvency remain unaffected; or
  - the Rental Object is not used or maintained appropriately or in accordance with PERI's assembly and use instructions despite reminders being issued. In addition, no warning is required for grossly careless handling.
- 14.2 PERI is explicitly entitled to enter the construction site to pick-up the Rental Object in the situations identified in Clause C.14.1.
- 14.3 PERI can demand advance payment of the rent from the Customer if the lack of payment capability of the Customer is apparent on the basis of objective circumstances and thus the claims of PERI are at risk. The Customer undertakes to inform PERI immediately of the occurrence of material circumstances that query the Customer's performance of the Contract (e.g. suspension of payments, enforcement measures, bill protests, etc.).
- 14.4 PERI must demand the advance payment from the Customer as per Clause C.14.3 at the latest by the expiry of the 10th (tenth) of the current calendar month in written form in order to assert the right to advance payment for the following month. If PERI has timely asserted the right to advance payment as laid down in the preceding sentence, then the Customer is obliged to pay the rent for the following month by the 20th (twentieth) of the current month at the latest. The payment according to the preceding sentence is timely made when it is received by PERI within the deadline as per the preceding sentence.
- 14.5 If the Customer is in default with respect to the advance payments for which it is responsible as per Clauses C.14.3 and C.14.4, then PERI has the right to terminate the rental Contract with the Customer as per Clause C.14.1 without any prior notice.
- 14.6 The Customer bears the costs incurred by PERI due to withdrawal of the Rental Object as a result of termination as per Clauses C.14.1 and C.14.5.
- 14.7 After termination without notice, PERI has the right to demand compensation for damages in addition to the remaining rent.
- 14.8 For the case of termination, the hire period will continue to be charged until return of the Rental Objects to the Nominated PERI Stock Yard or Warehouse, at the original Contracted Rate
- 15. Customer's liability**
- 15.1 The Customer is not authorised to use the Rental Object after the expiry of the rental period. If the Customer continues to use the Rental Object, then PERI has the right to claim compensation from the Customer for damages and use.
- 15.2 The Customer is liable to PERI and must indemnify PERI for damages in accordance with the contract and these terms if Customer does not return the Rental Object at the end of the rental Contract or does not return the Rental Object in the condition described in Clauses C.11.7 and C.11.8, unless the Customer is not responsible for this.
- 15.3 Insofar as the Customer must pay compensation for damages to PERI due to non-return, total damage, uselessness or loss of the Rental Object, the damage is calculated as per the original value of the Rental Object according to PERI's price list of rent applicable at the time of the conclusion of the Contract.
- 15.4 Insofar as the Customer must pay compensation to PERI as a result of damage to the Rental Object, PERI can claim compensation for repair costs of up to 100% (one hundred percent) of the original value of the Rental Object as laid down in the PERI rental price list, which applies at the time of conclusion of the Contract.
- 15.5 The Customer is obliged to take out adequate insurance coverage that will cover the complete value of the Rental Object. It must at least cover risks such as theft, damages by fire and water, damages caused by adverse weather conditions and damages due to operational interruptions resulting from the same. PERI is entitled to receive at reasonable intervals written confirmation from the Customer of the insurance coverage that is in place such adequate insurance coverage, to the satisfaction of PERI, pursuant to this clause C15.5
- 15.6 The Customer is obliged to assign its claims against the insurer to PERI upon request in cases of damage.
- 15.7 The rental claims of PERI which have arisen until the time of the damage event remain unaffected.
- 16. Miscellaneous**
- In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- D. Special Terms of PERI for engineering and structural calculation services**
- 1. General performance description of engineering and structural calculation services**
- The following services can be the object of engineering and structural calculation services that are to be implemented by PERI upon request:
- 1.1 Pre-assembly planning:  
Pre-assembly planning is the preparation of all joining plans necessary for the use of Formwork and/or Scaffold for the pre-assembly of Formwork and Scaffold (hereinafter referred to as **"Pre-Assembly Plans"**).
- 1.2 Deployment planning:  
Deployment planning is the preparation of all assembly plans required for the use of Formwork and/or Scaffold.
- 1.3 Calculation of stability:  
Calculation of stability concerns the preparation of all calculations necessary for the use of Formwork and/or Scaffold in order to build and use Formwork and/or Scaffold as per the static criteria. The static acceptance of the built Formwork and/or Scaffold is not included in the calculation of stability.
- 2. Customer's obligations to cooperate**
- 2.1 The Customer must review the correctness of the assembly and Pre-Assembly Plans with regard to the specific project for obvious incorrectness. The Customer must return the assembly and Pre-Assembly Plans to PERI immediately after reviewing and approving them.
- 2.2 The Customer must inform PERI immediately in writing if it requires any changes in the assembly and Pre-Assembly Plans for Formwork and/or Scaffold with regard to the specific project. In this notification, the Customer must also inform PERI of the desired changes. In the event of a delay of more than one week in sending the notification after receiving the assembly and Pre-Assembly Plans, the plans are considered to be approved by the Customer unless they are obviously not eligible for approval.
- 3. Price**
- 3.1 The price of engineering and structural calculation services is subject to the regulations in the Contract.
- 4. Rights to results of work**
- 4.1 Customer may only use the results of the engineering and structural calculation services of PERI for the contractually agreed purposes and may not publish them without the express prior consent of PERI. The publication shall always mention the name PERI; any change to the original documents from PERI shall require the express prior written consent. Disclosure of the results of the services to third parties shall likewise require the express prior written consent of PERI.
- 4.2 To the extent that the results of the services of PERI are copyrightable, PERI shall be entitled to the copyright. In these cases, Customer shall receive, in the context of Clause D.4.1 above, the irrevocable, exclusive and non-transferable right to use these results, unlimited with respect to time. PERI reserves the right to use the results of its services.
- 5. Miscellaneous**
- In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- E. Special Terms of PERI for briefing and plan comparison**
- 1. Performance description**
- Insofar as explicitly agreed in the Contract, upon request PERI undertakes to brief the employees appointed by the Customer with regard to the use of Formwork and/or Scaffold material delivered by PERI and undertakes the plan comparison by a PERI representative. PERI provides the following services with respect to the briefing or plan comparison:
- 1.1 Briefing:  
1.1.1 PERI briefs the employees of the Customer as to the proper and professional handling of Formwork and/or Scaffold as per the PERI assembly and use instructions. The assembly itself lies in the area of responsibility of the Customer as sophisticated end user.
- 1.1.2 The briefing does not replace the risk assessment and assembly instructions of the Customer as per the industrial safety regulation.
- 1.2 Plan comparison:  
1.2.1 The plan comparison does not replace the assembly instruction and/or the risk assessment of the Customer as per the industrial safety regulation.

- 1.3 The Customer must fulfil all the prerequisites that are necessary for the service of PERI.
- 1.4 PERI is not liable for damages that are caused by the Customer through the assembly of Formwork and/or Scaffold executed by the Customer to the extent the damage is based thereon.
- 2. Responsibility of the PERI representative**
- 2.1 The PERI representative does not have authority to give instructions to site staff. Thus, he is not responsible for the compliance with work safety regulations and safety relevant requirements and crane and forklift use.
- 2.2 The PERI representative is not responsible for delivery schedules or for usage and functionality of Formwork and/or Scaffold material that is in the Customer's possession or that is the property of Customer.
- 3. Protocol**
- After briefing is completed by the PERI representative, the site manager appointed by the Customer as per Clause F.1.4.1 is obliged to sign the briefing protocol and thus, confirm the proper and complete fulfilment of the briefing obligation and also confirm the handover of any documents to be received by email outlining the demonstration which took place.
- 4. Rights to results of work**
- The provisions of the Terms pursuant to Clause D.4 shall apply accordingly.
- 5. Miscellaneous**
- In all other respects, the provisions of the Terms pursuant to Clause A shall apply.

## F. Special Terms of PERI for ancillary services

### I. Special Terms of PERI for special Formwork Pre-Assemblies

- 1. General and terminology**
- 1.1 Certain products of PERI such as, climbing formwork or railcars for tunnel formworks, can be delivered in individual parts or prepared for use. If the Customer agrees with PERI on pre-assembly (hereinafter referred to as "**Formwork Pre-Assembly**"), then the following conditions apply.
- 1.2 These Special Terms for Formwork Pre-Assemblies relate solely to formwork pre-assemblies and dismantling of formwork material and formwork components, which are done at the construction sites.
- 1.3 The Customer must obtain all approvals and permissions required for the Formwork Pre-Assembly in good time before the beginning of Formwork Pre-Assembly agreed with PERI.
- 2. General performance description for special Formwork Pre-Assembly**
- 2.1 The object of Formwork Pre-Assembly is to assemble special formwork products such as support structures, climbing systems, tunnel formwork carriages, work and safety scaffolds, supporting frames and special form-works, which are generally delivered to the construction site in individual parts and must be assembled at the construction site before use. Formwork Pre-Assemblies also cover the reconstruction and dismantling of the special formwork products mentioned in the preceding sentence insofar as this is agreed between PERI and the Customer.
- 2.2 PERI executes Formwork Pre-Assemblies with technically skilled mechanics, subcontracting companies and using its own tools.
- 2.3 Insofar as PERI is commissioned to execute the Formwork Pre-Assembly, PERI will give the assembly plans to the Customer within a reasonable period before the beginning of assembly operations. The assembly plans must be prepared in accordance with the approved standards of technology. The Customer must check the correctness of the assembly plans within a reasonable period of time from receipt. He must countersign these plans immediately after reviewing them and return them to PERI as a sign of approval. PERI should be informed in writing immediately if certain changes are required in the assembly plans. If the Customer sends neither the countersigned plans nor the information about change requirements to PERI within a reasonable period, even after PERI issues a written demand, then the plans are considered as approved unless they are not eligible for approval.
- 2.4 PERI does not perform any construction services.
- 2.5 The exact scope of work of Formwork Pre-Assembly services is agreed in the Contract.
- 3. Deadlines and dates**
- 3.1 If binding deadlines have been determined for Formwork Pre-Assembly operations in writing, then they only start after the Customer has fulfilled all his cooperation obligations.
- 3.2 If PERI does not meet the deadlines, then the Customer must first set out an appropriate grace period. Claims for compensation for damages caused by delay shall be determined in accordance with Clause A.10.
- 3.3 If the Customer requests changes on the special formwork products, which are to be pre-assembled by PERI in terms of Clause F.I.2.1 (hereinafter referred to as "**Subsequent Change Requests of the Customer**"), then these Subsequent Change Requests of the Customer are executed by PERI to the extent they are possible and reasonable at the cost of the Customer.
- 3.4 Subsequent Change Requests of the Customer extend the agreed deadlines in accordance with their effects.
- 3.5 The Formwork Pre-Assembly deadline is considered to be met if the pre-assembly service is ready for the Customer to accept.
- 3.6 In case of delays or interruptions during the Formwork Pre-Assembly for which the Customer is responsible, all the postponement of deadlines and extra costs, particularly the costs for waiting periods and additional travel and accommodation costs, are to be borne by the Customer.
- 3.7 Impediments due to force majeure or other unforeseeable impediments for which PERI is not responsible, such as work stoppage, strike, lockout, government prohibitions, war, embargo, epidemics, pandemics and operational disruptions, extend the deadlines and postpone the deadlines accordingly by the time of their continuation plus a reasonable start-up period. The same applies even if such a condition arises on part of the sub-contractors of PERI. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Customer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for 6 (six) weeks or longer, both parties to the Contract may withdraw from the Contract.
- 4. Work safety and accident prevention**
- 4.1 Immediately after placing an order, the Customer must appoint a responsible site manager, safety and health coordinator and safety expert.
- 4.2 After the order is placed by the Customer and before the beginning of pre-assembly, the Customer briefs the persons, who are executing the Formwork Pre-Assembly works at the construction site (hereinafter referred to as "**PERI Employees**") about the local surroundings and the safety and health plan and shares information about emergency exits, first aid and fire protection devices and also special potential hazards of the construction site.
- 4.3 The Customer provides and installs required fall protection devices and support devices at own expense and risk at all workplaces and traffic routes on which services are

- carried out by PERI.
- 4.4 Tests according to guidance issued by the Health and Safety Authority are to be executed by the Customer at its expense.
- 4.5 Unless agreed otherwise, the Customer bears the cost for the measures that are required to protect persons and material at the pre-assembly location.
- 5. Approval of special Formwork Pre-Assembly, defects and beginning of the rental period**
- 5.1 The Customer or a representative of the Customer is obliged to accept the Formwork Pre-Assembly service as per the Contract as soon as PERI reports the completion of the concluded pre-assembly without delay. Acceptance and/or acceptance of the Formwork Pre-Assembly may not be refused due to minor defects. The Customer must accept the Formwork Pre-Assembly as per the Contract irrespective of the technical or official inspections that the Customer performs together with a third party.
- 5.2 By accepting the Formwork Pre-Assembly, the Customer confirms the functionality and completeness of the total scope of delivery.
- 5.3 A protocol is prepared about the acceptance, which is signed by both parties. All defects and damages to the objects pre-assembled by PERI are to be mentioned in this protocol.
- 5.4 If it is established that the Formwork Pre-Assembly is not done as per the Contract, then PERI is entitled to carry out repair work. If the rectification of defects fails within a reasonable period of time, the Customer may, at its option, reduce the remuneration or withdraw from the Contract for provision of Formwork Pre-Assembly services. The Customer is not entitled to further claims, except for any claims for damages limited in accordance with Clause A.10. Warranty claims become statute-barred 12 (twelve) months after transfer of risk. Claims due to defects notified belatedly are excluded.
- 5.5 Acceptance shall be deemed to have taken place if the Customer is in delay of acceptance and there is no major defect in relation to the Formwork Pre-Assembly to be provided by PERI. In particular, if the Customer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, pre-assembly shall be deemed to have taken place unless the Customer is not responsible for its failure to appear; the same applies if acceptance has not taken place after two weeks have elapsed since notification of the completion of Formwork Pre-Assembly for reasons for which the Customer is responsible.
- 5.6 Clause C.7 applies to the beginning of the rental duration insofar as the special Formwork products are provided for rent.
- 6. Return at the time of dismantling**
- 6.1 A visual inspection of the object to be dismantled is to be performed by PERI and the Customer together before the dismantling for disassembly and alteration work starts.
- 6.2 The damages to the rented products that are evident in the visual inspection performed as per Clause F.I.6.1 and have developed during the rental period, and also apparently missing or damaged parts, are recorded in the protocol in writing and documented with the aid of photographs. The Customer then confirms the accuracy of the statements in the protocol.
- 6.3 PERI can claim damages that are not detected in the visual inspection and that have developed during the rental period against the Customer within 8 (eight) weeks after the visual inspection. A letter to the Customer is sufficient to assert any damage claim in accordance with the preceding sentence in which PERI informs the Customer about the subsequently detected damages and the costs required for their rectification.
- 7. Price and additional expenses**
- 7.1 The price for the special Formwork Pre-Assemblies is subject to the regulations in the Contract.
- 7.2 If pre-assembly services are reasonably interrupted or not started due to improper structural conditions, organisation of the construction site or at the instigation of the Customer in any other way, the necessary additional expenses will be remunerated separately to PERI according to expenditure.
- 7.3 The Customer must also pay PERI separately for the additional expenses that are not included in the issued order, particularly additional expenses for changed pre-assemblies, and for unforeseen difficulties that respectively fall within the Customer's area of responsibility. Insignificant additional expenses shall be disregarded and shall not be remunerated separately.
- 8. Staff liability**
- PERI provides no warranty and accepts no liability with regard to culpable conduct on the part of persons provided by the Customer. Such persons are vicarious agents of the Customer.
- 9. Rights to results of work**
- The provisions of the Terms pursuant to Clause D.4 shall apply accordingly.
- 10. Validity of the Terms of PERI for the sale and renting**
- The Special Terms of PERI for the sale of Formwork and Scaffold (Clause B) and/or Special Terms of PERI for renting of Formwork and Scaffold (Clause C) remain unaffected by these Special Terms for Formwork Pre-Assemblies.
- 11. Miscellaneous**
- In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- II. Special Terms of PERI for the Formwork pre-assemblies at the PERI site**
- 1. Field of application and Definitions**
- The Special Terms of PERI for Formwork pre-assemblies at the PERI site apply to pre-assemblies agreed between PERI and the Customer, which are not the Formwork Pre-Assemblies as per Clause F.I.2. These must be executed at the PERI site.
- 2. Pre-assembly plans**
- 2.1 Pre-assembly plans can be prepared by the Customer or, if commissioned separately, by PERI. If pre-assembly plans are provided to PERI by the Customer, then PERI executes the pre-assembly according to these plans. PERI does not review the pre-assembly plans of the Customer and does not assume any liability for the correctness of the pre-assembly plans provided by the Customer. PERI shall point out to the Customer any obvious defects that prevent PERI from performing the pre-assemblies. If the pre-assembly plans are to be prepared by PERI as per the Contract, then the regulations of the Special Terms of PERI for engineering and structural calculation services (Clause D) apply.
- 2.2 If the Formwork pre-assembly is to be executed at the PERI site as per the Contract, then the Customer receives the pre-assembly plans before the beginning of the pre-assembly insofar as PERI has been commissioned by the Customer with the task of preparing the pre-assembly plans.
- 2.3 If the pre-assembly plans are to be prepared by the Customer, then the Customer's pre-assembly plans should include all specifications required to produce the end product. Besides the geometric form with all necessary dimensions, it should also include the constructional and static connections and the materials and quality characteristics.



3. **Change in design**

If the Customer wants to change the pre-assembly plans prepared by PERI or if he orders the changes, these changes are carried out at his own expense insofar as PERI considers them to be possible and reasonable. Subsequent change requests extend the periods in accordance with their effects.
  4. **Execution of the pre-assembly**
    - 4.1 If the Customer uses its own materials, PERI insofar as is not liable for any damage caused by these materials during the pre-assembly.
    - 4.2 Parts that are provided by the Customer must be in a sufficiently clean and functional condition. If this is not the case, then the Customer must bear additional expenses required such as those for inspection and sorting.
  5. **Approval of the pre-assembly**
    - 5.1 The Customer or a representative of the Customer is obliged to accept the pre-assembly service as per the Contract as soon as PERI reports the completion of a concluded pre-assembly without delay. Acceptance and/or acceptance of the pre-assembly may not be refused due to minor defects. The Customer must accept the pre-assembly irrespective of the technical or official inspections, which the Customer performs together with a third party.
    - 5.2 By accepting the pre-assembly, the Customer confirms the functionality and completeness of the total scope of supply.
    - 5.3 Defects or damages to the objects pre-assembled by PERI must be included in a protocol that is to be prepared together and signed by the Customer and PERI at the time of acceptance.
    - 5.4 If it is established that the pre-assembly is not done as per the Contract, then PERI is entitled to carry out repair work. If the rectification of defects fails within a reasonable period of time, the Customer at its discretion may reduce the remuneration or withdraw from the Contract for provision of pre-assembly services. The Customer is not entitled to further claims, except for any claims for damages limited in accordance with Clause A.10. Warranty claims become statute-barred 12 (twelve) months after transfer of risk. Claims due to defects notified belatedly are excluded.
    - 5.5 Acceptance shall be deemed to have taken place if the Customer is in delay of acceptance and there is no major defect in relation to the pre-assembly to be carried out by PERI. In particular, if the Customer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, pre-assembly shall be deemed to have taken place unless the Customer is not responsible for its failure to appear; the same applies if acceptance has not taken place after 2 (two) weeks have elapsed since notification of the completion of pre-assembly for reasons for which the Customer is responsible.
  6. **Delayed call off**
    - 6.1 If the Customer does not call off the fully assembled materials until the agreed date, then he falls into default of acceptance without further requests. In this case, the Customer shall be liable for compensation.
    - 6.2 In this respect, the risk shall pass to the Customer. In so far, the Customer shall also bear the necessary additional expenses such as storage costs.
    - 6.3 If the pre-assembled material is rented by the Customer, then the rental period begins from the point of time at which the Customer delays the acceptance or, if the delay in acceptance occurs at a later point in time, at the point in time at which the Customer delays acceptance.
  7. **Price**

The price for the special Formwork Pre-Assemblies is subject to the regulations in the Contract.
  8. **Deadlines and dates**
    - 8.1 If binding deadlines have been determined for the pre-assembly services in writing, then these only begin after the Customer has fulfilled all its cooperation obligations.
    - 8.2 If the fixed dates are not met by PERI, then the Customer is obliged to set an appropriate grace period that adequately enables PERI to subsequently fulfil its obligations under the Contract.
    - 8.3 Claims to compensation for damages caused by delay shall be determined in accordance with Clause A.10.
    - 8.4 Subsequent change requests by the Customer are carried out at his own expense insofar as PERI considers them to be possible and reasonable. Subsequent change requests extend the periods in accordance with their effects.
  9. **Rights to results of work**

The provisions of the Terms pursuant to Clause D.4 shall apply accordingly.
  10. **Validity of the Terms of PERI for the sale and renting**

The Special Terms of PERI for the sale of Formwork and Scaffold (Clause B) and/or Special Terms of PERI for renting of Formwork and Scaffold (Clause C) remain unaffected by these Special Terms for Formwork pre-assemblies.
  11. **Miscellaneous**

In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- III. Special Terms of PERI for transport services**
1. **General information**
    - 1.1 Only if explicitly agreed in writing, PERI provides transport services with regard to the Purchase Item and/or the Rental Object.
    - 1.2 PERI does not provide the transport service itself. PERI hands over the Purchase Item and Rental Objects to be transported by PERI to the shipping agent or the forwarder.
  2. **Transport**

The transport of the Purchase Item and/or Rental Object starts from the location explicitly agreed in writing.
  3. **Passing of risk**

Insofar as PERI takes over the transport of the Purchase Item or Rental Object, PERI bears the risk of transport until the item is handed over to the Customer.
  4. **Price**

The price for the transport services is subject to the regulations in the Contract, charged at the agreed offer rate by PERI to the customer. In the event of additional transport requests by the Customer, or a representative of the Customer, during the term of the contract, charges will be applied by PERI at the contracted rate already offered and accepted, for each and every transport transaction at PERI's discretion.
  5. **Miscellaneous**

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