

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 Engineering Ltd. Lev Ha'arets Industrial Park P.O. Box 456 Rosh Ha'ayin 4810401 Israel, (hereinafter referred to as **"PERI"**) with the person or company who purchases goods or services from PERI as a sophisticated customer and an end user not being a consumer (hereinafter referred to as **"Customer"** and collectively with PERI, the **"Parties"**).

1.2 The subject matter of these Terms are all goods and services that PERI provides to Customers. The goods 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 lists:

- Rent / Services

- Purchase / Services

(collectively, the **"Price Lists"**)

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 those governing health and safety at work, such as the Safety at Work Ordinance [New Version], 5730-1970, the Work Supervision Organization Law, 5714-1954 and the regulations and guidelines promulgated thereunder, guidelines of the Israel Institute for Occupational Safety and Hygiene, as well as other good practice standards and quality requirements in the selection of construction materials (collectively, **"Applicable Safety Laws"**).

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**)

1.4 The Terms shall apply in the version applicable at the time of the respective conclusion of the Contract with the Customer.

1.5 Unless otherwise agreed, these Terms shall also apply to future similar legal transactions between the Parties.

1.6 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 Friday, Saturday or public holiday at the registered Office of PERI.

2.2 **"Other Formwork and Scaffolding Goods"** means Scrap materials, Third-Party Goods, Rental Object and other purchased items the Customer has already purchased or rented from PERI on the basis of another contract.

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

2.4 **"Used Goods"** means 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.

2.5 **"Scaffolds"** means the 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.

2.6 **"Purchase Item"** means the New or Used Goods supplied by PERI under the Contract and may refer to part or PERI's performance under the Contract.

2.7 **"Rental Object"** means the new or Used Goods 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 owed performance as well as parts of the owed performance.

2.8 **"New Goods"** means 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.

2.9 **"Formwork"** means 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.

2.10 **"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 from its receipt by the Customer for a term as set out in the Contract.

3.2 The order of the goods and/or services by the Customer shall be deemed to be a binding offer directed towards the conclusion of a definitive Contract with 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 the Parties shall be deemed concluded as definitive (**"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 terms, ancillary agreements, supplements and amendments to the Contract concluded between the Parties must be in writing to become effective. This shall also apply to amendments of this Clause.

4. Payment terms

4.1 The price and payment terms for goods and/or services shall be set out and agreed in the Contract. Unless otherwise agreed, payments shall be made in New Israeli Shekels (NIS).

4.2 Unless explicitly agreed in the Contract, all prices of the products and services listed therein are exclusive of any local taxes or other administrative or governmental charges, customs and excise duties, VAT, levies and/or any other taxes and payments imposed by any authority, applicable to the sale and/or provision of such products and services, whether currently in force or coming into force hereafter (the **"Taxes"**).

4.3 All Taxes, when imposed, shall be borne by the Customer. An amount equal to the appropriate Taxes will be added to the invoice by PERI where PERI has the legal obligation to collect or pay such Taxes. PERI shall be entitled to withhold any taxes as required by law, provided that if the Customer shall provide PERI with certificate of exemption as applicable therewith, PERI shall remit Customer any such withholding taxes, as applicable.

4.4 No additional discounts will be provided on issued invoices.

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

4.6 Cheques are accepted only if agreed upon in the Contract.

4.7 The Customer shall not be entitled to offset any payments due to PERI.

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 timelines of payment.

5.2 During the period of default, the Customer shall pay default interest at a rates set out, from time to time, by the Israeli accountant general. Further claims for damages remain unaffected.

5.3 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 fourteen days as of the date of occurrence of the Customer's second default.

5.4 If, after the conclusion of the Contract, it becomes apparent that the Customer's financial situation puts the fulfilment of its 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

- 5.5 security.
6. **Assignment**
PERI is entitled to assign all claims against the Customer 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 goods and/or services to third parties in whole or in part without PERI's prior written consent.
7. **Securities and contract performance guarantee**
PERI is not obliged to assume warranty or contract performance securities and/or contract performance guarantees.
8. **Processing of Personal Data**
PERI reserves the right to collect, process and store data pertaining to the Contract in accordance with the applicable data protection laws and, insofar as it is necessary for the fulfilment of the Contract, including sharing such data with its affiliates and with third parties (such as insurance companies and other service providers) to the extent required to provide its services to the Customer.
9. **Confidentiality**
9.1 The Parties shall not exploit or make available to others technical information, intentions, experience, findings, designs, trade secrets, company secrets or other confidential information of the other party that became known by them during or after termination of the Contract ("**Confidential Information**") without the prior written consent of the respective party. Notwithstanding the foregoing, disclosure of Confidential Information to PERI's affiliates is permitted.
9.2 The Parties shall use the Confidential Information only in the context of their engagement and shall keep it confidential for five years following termination of the Contract. This confidentiality obligation does not apply to information that (a) is proven to be known by the receiving party prior to the engagement by this Contract and for which no other duty of confidentiality exists, (b) received rightfully from a third party, (c) generally known upon or after the conclusion of this Contract without a breach of the Contract, (d) developed by the receiving party without recourse to or use of Confidential Information, and (e) required to be disclosed by the receiving party due to legal, official or judicial order; in this case, the receiving partner will inform the disclosing party prior to the disclosure and limit the disclosure as much as possible.
9.3 The Parties shall oblige their employees and agents to comply with this confidentiality clause. The same applies for PERI in case of disclosure to its affiliates.
10. **Liability on the part of PERI**
10.1 PERI's entire liability, and the Customer's exclusive remedy, in connection with any dispute with PERI is to discontinuance by the Customer of the use of PERI's goods and services, provided that PERI will remain committed to any purchase order under the Contract.
10.2 PERI, its affiliates, and their respective directors, officers, employees, or agents shall not be liable for any indirect, special, incidental, consequential, or exemplary damages arising from the Customer's use of PERI's goods and services, or for any other claim related in any way to the use of the same. The foregoing includes, without limitation, damages for lost profits, lost data, loss of goodwill, work stoppage, or any other commercial damages or losses, even if PERI had been advised of the possibility thereof and regardless of the legal or equitable theory upon which the claim is based.
10.3 PERI shall not be liable for any accident, safety incident, financial sanctions or any claim, demand or action in connection with, or as a result of any breach of Applicable Safety Laws, or arising in connection with the Customer's construction site, and PERI shall bear no responsibility with respect to the employees of the Customer or employees of any third party on behalf of PERI or the Customer, including in connection with any personal liability any such individual may have.
10.4 Customer hereby shall indemnify PERI from and against any and all third-party claims, liabilities, losses, damages or expenses of every kind or nature whatsoever (including costs and reasonable fees of attorneys) arising directly or indirectly from, as a result of, or in connection with Applicable Safety Laws and with the performance of PERI's obligations under these Terms.
11. **Applicable law**
All legal relationships between the Parties shall be governed exclusively by the applicable laws of the registered Office of PERI.
12. **Place of Jurisdiction and Performance**
12.1 The exclusive place of jurisdiction for all disputes arising from or in connections with the relationship shall be the applicable courts of the registered Office of PERI. PERI reserves the right to bring legal action at the Customer's statutory place of jurisdiction.
12.2 Unless otherwise agreed, the place of performance shall be at PERI's business address as indicated in Clause A.1.1.

13. **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 relationship. If individual provisions of these Terms are or become invalid, this shall not affect the validity of the remaining provisions. In all other respects, the statutory regulations apply to all following services to be provided by PERI.
- 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 the Parties 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 obligations, if any, 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 in writing 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 transport person.
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.
- 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 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 sent to PERI within [●]¹ days.
- 4. Acceptance**
4.1 The Customer or its representative must accept the Purchase Item at the PERI plant or warehouse agreed by the Parties. The acceptance

¹ Note to PERI: the date / deadline for sending the signed delivery note back PERI should be completed.

- 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 By signing the delivery note, the Customer accepts 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 agreed delivery date or, in the case of 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 give the Customer a fourteen days' prior notice that the Purchase Items are ready for collection and/or, in the case of agreed acceptance, for 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.
- 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. If the overall price increase is above 10%, the Customer can withdraw from the Contract in writing to PERI, if he withdraws within two weeks after receipt of the notification of the price increase.
- 6. Retention of title and transfer of ownership**
- 6.1 Until the full and final payment of the purchase price, (i) the Purchase Item remains the property of PERI; and (ii) the Customer may not resell the Reserved Goods (unless expressly agreed upon in writing by PERI). In the case of current invoices, PERI shall use the Reserved Goods as security for PERI's balance invoice.
- 6.2 The Customer must store the Reserved Goods separately from Other Formwork and Scaffolding Goods and mark them as PERI's property. If nonetheless, the Reserved Goods are mixed with Other Formwork and Scaffolding Goods and the Reserved Goods can no longer be separated, then the provisions of the Israeli Movable Property Law 1971-5731 shall apply.
- 6.3 If Reserved Goods are sold by the Customer, the Customer shall immediately assign to PERI all claims arising from such resale of the Reserved Goods with all ancillary rights and claims, free and clear from any third party's right. 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 the Parties 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 up-to-date Price List.
- 6.4 At PERI's request, the Customer is obliged to immediately provide PERI with all information and documents necessary for PERI to assert its rights against the Customer's customers.
- 6.5 PERI authorizes the Customer, subject to revocation, to collect the claim.
- 6.6 PERI shall not pursue a claim as long as the Customer notifies all third parties against whom it has a payment claim (whether due or not) as a result of the resale of the Reserved Goods.
- 6.7 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.
- 6.8 The Customer must immediately inform PERI of any 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.
- 6.9 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.
- 6.10 The Parties shall mutually agree on the basis of the invoice documents or purchase offers which goods are their property. If the Customer does not cooperate, PERI shall be 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.
- 6.11 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 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.
- 6.12 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.
- 6.13 The Customer cannot acquire ownership of the Purchase Item by replacing the handover by agreeing a legal relationship between the Parties by virtue of which the Customer obtains indirect possession unless this type of transfer of ownership has been expressly agreed in writing.
- 6.14 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 as set out in the Contract and technical specification therein. The Customer is responsible to check and confirm to PERI whether the Purchase Item is suitable for its intended use and purpose.
- 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.
- 7.3 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 fourteen calendar days of delivery; hidden defects must be notified without delay, but at the latest within fourteen calendar days of their discovery. Acceptance and/or acceptance of the Purchase Item may not be refused due to minor defects. Warranty claims become statute-barred 12 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 purchase out of rental	
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), the purchase price is calculated – subject to the agreements as set out in the Contract.	
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.I) 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 the Parties 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.	
2.	Calculation and assignment	
2.1	The agreed rent applies for the minimum rental period as per Clause C.7.1.	
2.2	After the expiry of the respective minimum rental period, the rent is calculated proportionally on a monthly basis.	
2.3	The actual delivered quantity is billed by the calculated number of items or square metres (" actual total quantities ").	
2.4	The beginning and end of the rental period are regulated in Clause C.7.	
2.5	Unless otherwise agreed, rental invoices are generated at the end of a calendar month for the previous calendar month.	
3.	Transfer/inspection of the Rental Object	
3.1	Unless otherwise agreed in the Contract, the Customer must notify PERI of his intention to pick-up at least 5 Business Days before the intended pick-up day.	
3.2	PERI provides the Rental Object for pick-up by the Customer in the agreed warehouse, unless agreed otherwise.	
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.	
3.4	The delivery note must be signed by the Customer or a representative of the Customer and sent to PERI within two days.	
3.5	The Rental Object must be accepted by the Customer unless there is a major defect.	
3.6	Partial deliveries from PERI are permitted.	
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.	
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).	
4.	Passing of risk, dispatch and packaging and the costs for dispatch, packaging and waiting periods	
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.	
4.2	Delivery type, packaging and dispatch route shall be governed by the PERI packaging regulation. It can be found at [local website] .	
4.3	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 two hours, unless the Customer is not responsible for such waiting periods.	
5.	Use of the Rental Object	
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 free of charge.	
5.2	The Customer bears the risk of using the Rental Object with its own parts or the parts of another manufacturer.	
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).	
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.	
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 current PERI Price List.	
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.	
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 the relevant industry standards including Applicable Safety Laws. Non-compliance will release PERI from responsibility for any damages arising from such misuse.	
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.	
5.9	The Customer must carefully safeguard and protect the Rental Object against theft.	
5.10	In case of theft, embezzlement or any other illegal misplacement or suspected criminal act related to the Rental Object, the Customer must notify PERI and the competent regulatory authority in writing immediately upon becoming aware. A copy of the police report should be sent immediately to PERI after the submission of the report.	
5.11	The Customer shall continue to pay the monthly rent for the Rental Object until it complies with the Clause 5.10.	
5.12	The Customer shall reimburse PERI for any loss suffered by it as a result of the foregoing, according to of current PERI Price List.	
5.13	The Customer must ensure that the Rental Object is protected against damage by fire, water and weather.	
6.	Deadlines and dates	
6.1	Delivery deadlines or other dates are only binding for PERI if they are explicitly marked in the Contract as "binding".	
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 obligations of the Customer.
- 6.3 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. 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.
- 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.
- 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, 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, the Parties may withdraw from the Contract.
- 7. Rental duration**
- 7.1 The minimum rental duration is four months for modular Rental Objects and 10 months for Rental Objects that require initial assembly plans (assembly drawing), which is calculated based on the number of days in a relevant calendar month.
- 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 rental warehouse of PERI.
- 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.
- 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.
- 8. Defect claims**
- 8.1 The Customer must notify PERI immediately of any defects in the Rental Object.
- 8.2 PERI is only liable for initial defects if these have arisen due to a circumstance for which PERI is responsible.
- 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.
- 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.
- 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.
- 9. Signage and advertising**
- 9.1 With the consent of the Customer, PERI shall be entitled to affix advertisements for its company and products at a visible place on the Rental Object.
- 9.2 Subject to the Customer's consent, PERI shall be 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.. PERI shall own any intellectual property rights on photographs taken according to Clause 9.2. 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.
- 9.3 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.
- 10. Subleasing, lending and Transfer of the Rental Object**
- 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 "**Transfer of Rental Object**"). 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.
- 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.
- 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.
- 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. If the preceding provision is violated, a penalty is due. The penalty amounts 20% (twenty percent) of the daily rent for each day of unauthorized transfer or relocation. In addition, PERI reserves the right to assert higher damage.
- 11. Return Delivery**
- 11.1 The return delivery of the Rental Object ("**Return Delivery**") is carried out by the Customer himself, unless otherwise explicitly agreed in writing at the time of the conclusion of the Contract.
- 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 (Clauses 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 (mesh boxes, Euro pallets etc.) 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 Transport insurances are concluded only at the explicit desire and cost of the Customer.
- 11.8 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.
- 11.9 Mechanical parts like spindles or screws that are greased by PERI before handover must be greased again before these are returned.
- 11.10 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.
- 11.11 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.
- 11.12 The Customer must complete the Return Delivery note provided by PERI regarding the Return Deliveries of the Customer. The number and article description of the parts of Return Delivery sent with a consignment must be listed by the Customer on the Return Delivery note. The Return Delivery note must be handed over to PERI at the latest with the return of the Rental Object, and it must be signed by

- the Customer.
- 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 counted and it is verified as to whether it corresponds to the Return Delivery conditions mentioned in Clauses C.11.8 and C.11.9 and to the specifications in the Return Delivery note (hereinafter referred to as "**Return Delivery Inspection**"). Insofar as the normal course of business permits, the Return Delivery Inspection is performed immediately after receiving the Return Delivery.
- 12.2 If the Customer himself or a representative appointed by him is present at the time of the Return Delivery Inspection, then a protocol about the Return Delivery Inspection is prepared. Customer and PERI are to sign the protocol. In case of differences of opinion about the results of the Return Delivery Inspection, the same must be noted in the protocol.
- 12.3 If the Customer himself or a representative appointed by him is not present at the time of the Return Delivery Inspection, then PERI prepares a written report about the Return Delivery Inspection. The Customer has the right to prove that the report prepared by PERI is wrong.
- 12.4 If the Return Delivery Inspection cannot be performed immediately after receiving the Return Delivery due to time constraints or other reasons, then PERI has the right to perform this Return Delivery Inspection at a later time ("**Subsequent Return Delivery Inspection**"). In this case, PERI will document the Return Delivery and prepare a Return Delivery note about the Subsequent Return Delivery Inspection and send it to the Customer. At the request of the Customer, PERI will inform the Customer in advance of the date of the Subsequent Return Delivery Inspection.
- 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 five Business Days 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.11.8 and C.11.9. 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.
- 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 two monthly rentals in whole or in part and in doing so with at least 10% 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 further use of the Rental Object is already objected at the time of conclusion of the Contract. If the Customer continues to use the Rented Object after the expiry of the rental period, the Contract shall not be deemed to have been extended.
- 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 for damages in accordance with the statutory provisions 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 Clause C.11.8 and C.11.9, 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, deducting a reasonable used parts discount for depreciation of value.
- 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% of the value of the Rental Object as set out in the PERI up-to-date rental Price List, which applies at the time of conclusion of the Contract.
- 15.5 The Customer is obliged to take out adequate insurance policy 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.
- 15.6 The Customer is obliged to (i) put down PERI as the primary beneficiary and (ii) 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:
- 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/ 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 two weeks 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 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, 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 supervisor. 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 A supervisor appointed by PERI may from time to time inspect the Formwork and/or Scaffold built by the Customer by means of a random visual inspection for any apparent deviations from the assembly plan.

1.2.2 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. The Customer must produce public law approvals for the construction of the Formwork and Scaffold.

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 supervisor

2.1 The supervisor 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 supervisor 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. Working hours, remuneration

3.1 The working hours of PERI Employees (as defined under Clause F.1.5.1) are subject to and determined by applicable labour laws and extension orders.

3.2 The remuneration will be charged to the Customer for the agreed hourly rates.

4. Protocol

After briefing is completed by the supervisor, the site manager appointed by the Customer as per Clause F.1. **שגיאה! מקור ההפניה לא נמצא.** 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.

5. Rights to results of work

The provisions of the Terms pursuant to Clause D.4 shall apply accordingly.

6. 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 at PERI Site

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 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 must be assembled 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 the Parties.

2.2 PERI executes Formwork Pre-Assemblies with technically skilled mechanics, subcontracting companies and using its own tools.

2.3 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.

2.4 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.

2.5 PERI does not perform any construction services.

2.6 The exact scope of work of Formwork Pre-Assembly services is agreed in the Contract.

3. Execution of the pre-assembly

3.1 If the Customer uses its own materials, PERI insofar is not liable for any damage caused by these materials during the pre-assembly.

3.2 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.

4. Deadlines and dates

4.1 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.

4.2 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.

4.3 If the Customer requests changes on the special formwork products, which are to be pre-assembled by PERI in terms of Clause F.1.2.1 (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.

4.4 Subsequent Change Requests of the Customer extend the agreed deadlines in accordance with their effects.

4.5 The Formwork Pre-Assembly deadline is considered to be met if the pre-assembly service is ready for the Customer to accept.

4.6 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.

4.7 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 six weeks or longer, both parties to the Contract may withdraw from the Contract.

5. Work safety and accident prevention

5.1 After the order is placed by the Customer and before the beginning of pre-assembly, the Customer briefs the persons, who working with the Formwork Pre-Assembly at the construction site 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. Customer shall comply and shall bear all responsibilities with respect to all Applicable Safety Laws, including the Safety at Work Ordinance and its regulations and regulations applicable to the site.

5.2 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.

5.3 Tests according to Applicable Safety Laws are to be executed by the Customer at its expense.

5.4 Unless agreed otherwise, the Customer bears the cost for the measures that are required to protect persons and material at the construction site.

6. Approval of the pre-assembly

6.1 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.

6.2 By accepting the pre-assembly, the Customer confirms the functionality and completeness of the total scope of supply.

6.3 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.

6.4 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 months after transfer of risk. Claims due to defects notified belatedly are excluded.

6.5 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.

7. Delayed call off

7.1 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.

7.2 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.

7.3 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.

8. Return and dismantling

8.1 A visual inspection of the object to be dismantled shall be offered by PERI to the Customer before the dismantling for disassembly and alteration work starts.

8.2 The damages to the rented products that are evident in the visual inspection performed as per Clause F.I.8.1 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 photo- graphs. The Customer then confirms the accuracy of the statements in the protocol.

8.3 PERI can claim damages that are not detected in the visual inspection and that have developed during the rental period against the Customer within two weeks after the offered 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.

9. Price and additional expenses

9.1 The price for the special Formwork Pre- Assemblies is subject to the regulations in the Contract.

9.2 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.

9.3 Notwithstanding payment made by the Customer following delay in pick-up of Rental Objects as set out in Clause C.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.

- 10. Rights to results of work**
The provisions of the Terms pursuant to Clause D.4 shall apply accordingly.
- 11. 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.
- 12. Miscellaneous**
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- II. 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.
- 5. Miscellaneous**
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.