

### A. General PERI Terms and Conditions of business (AGB)

#### 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 GmbH (hereinafter referred to as “**PERI**”) with companies within the meaning of § 14 BGB [Bürgerliches Gesetzbuch, Civil Code], with legal persons of public law or with special public assets (hereinafter referred to as “**Customer**”).

1.2 These Terms are a translation of the German original version. Interpretations as to the wording of these Terms are always to be made based on the original German version.

1.3 In addition to these Terms, the following shall apply:

1.3.1 the PERI price lists

- Rent,
- Purchase,
- Services,
- PERI UP purchase,
- PERI UP Rent,
- VARIOKIT Purchase and
- VARIOKIT Rent

in their respectively valid version;

1.3.2 the PERI packaging guideline in its respectively valid version;

1.3.3 the guidelines of GSV Güteschutzverband Betonschalungen e.V. (Registered Association for Standards for quality and safety in formwork technology) in its respectively valid version (available free of charge under [www.gsv-betonschalung.de](http://www.gsv-betonschalung.de) or can be ordered at +49 7309/951 – 2290);

1.3.4 the relevant standards in their respectively valid version, particularly DIN 4420 for working and protective scaffolds;

1.3.5 the framework conditions of the Förderverein Betonschalungen FVBS (Association for the promotion of formwork technology) in its respectively valid version (available free of charge at [www.fvbs-betonschalung.de/Rahmenbedingungen.html](http://www.fvbs-betonschalung.de/Rahmenbedingungen.html));

1.3.6 **Special PERI Terms** in their respectively valid version at the time of conclusion of contract. These are:

1.3.6.1 Special Terms of PERI for the **sale of formwork and scaffold (Clause B)**;

1.3.6.2 Special Terms of PERI for the **renting of formwork and scaffold (Clause C)**;

1.3.6.3 Special Terms of PERI for **formwork pre-assemblies (Clause D)**;

1.3.6.4 Special Terms of PERI for **formwork pre-assemblies in the plant (Clause E)**;

1.3.6.5 Special Terms of PERI for **Engineering and structural calculation services (Clause F)**;

1.3.6.6 Special Terms of PERI for **Introduction and plan comparison (Clause G)**;

1.3.6.7 Special Terms of PERI for **Transport services (Clause H)**.

1.4 The applicability of Part B of the German Construction Tendering and Contract Regulations (VOB/B) is excluded.

#### 2. Protective Clause

These Terms shall apply exclusively unless another contractual agreement was expressly made in writing or confirmed in writing by PERI. Other provisions, in particular the Customer’s General Terms and Conditions, shall not become part of the contract, even if PERI does not expressly object to them.

#### 3. Definitions

3.1 **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. Used goods within the meaning of these Terms are also formworks and scaffolds, components and accessories which are manufactured by PERI and which are not allowed or are not able to be used for their intended use for neither legal nor factual reasons (hereinafter referred to as “**Unusable Pieces**”).

3.2 **Scaffolds** are temporarily built building constructions of adjustable length, width and height, which are assembled 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.

3.3 **Purchase item** refers to the new or used goods contractually owed by PERI as per the purchase contract. In the respective context, purchase item could mean both the entire contractually owed performance as well as parts of the contractually owed performance.

3.4 **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.

3.5 **New goods** are formwork and scaffolds manufactured by PERI, whose components and accessories have not yet been used as per their intended application.

3.6 **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.

#### 3.7 Unusable Pieces

Please see clause 3.1 (Used goods)

#### 4. Conclusion of Contract

4.1 All contracts between the Customer and PERI are concluded only by and under the following conditions:

4.2 Offers made by PERI are non-binding.

4.3 By accepting an offer that PERI declared to be non-binding, a contract with the Customer is concluded only upon written order confirmation by PERI.

4.4 All Customer orders shall not become binding on PERI until the Customer has received a full confirmation made in writing by PERI that includes the Customer’s entire order. PERI can also accept the Customer’s offer by delivering the ordered goods. If PERI accepts the Customer’s offer by delivery of the ordered goods, the delivery note shall replace the order confirmation.

4.5 In case of Customer orders submitted orally or by telephone, the contract shall first be concluded when the Customer receives PERI’s written order confirmation and does not immediately object to it. The contents of the contract concluded on the basis of the Customer’s oral or telephonic order shall be determined by the written order confirmation prepared by PERI and received by the Customer.

4.6 The Customer explicitly acknowledges the validity of these Terms attached to the order confirmation or to the offer if he does not make an objection within three days after the receipt of the written order confirmation from PERI. In order for such an objection to become valid, it must be received

- by PERI within three days after receipt of PERI's written order confirmation by Customer.
- 4.7 Offer documents and documents relating to offers by PERI shall remain the property of PERI.
- 4.8 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 and shall not become binding prior to written confirmation by PERI. This shall also apply to amendments of this Clause 4.8.
- 5. Securities and contract performance guarantee**  
PERI is not obliged to assume warranty or contract performance securities and/or contract performance guarantees.
- 6. Storage of Personal Data**  
PERI stores personal data subject to legal regulations.
- 7. Confidentiality**
- 7.1 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.
- 7.2 The parties shall use technical information, in particular plans, experiences, findings or designs, which become available to them during their contractual relationship or which they receive from each other, solely as part of their cooperation and treat them confidentially and refrain from making them available to third parties for five (5) years after the end of this contract. This confidentiality obligation shall not apply in the case of information which is proven to be
- known by the receiving party prior to the cooperation occasioned by this contract,
  - 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.
- 7.3 The parties shall oblige the employees and agents working for them to comply with this confidentiality clause.
- 8. Applicable law**  
Applicable law is exclusively the law of the Federal Republic of Germany, excluding the United Nations Convention on the International Sales of Goods (CISG) dated 11 April 1980.
- 9. Place of Jurisdiction and Performance**
- 9.1 The place of jurisdiction for all disputes arising under the contract shall be the location of PERI GmbH's headquarters, Rudolf-Diesel-Straße 19, 89264 Weißenhorn, GERMANY. PERI reserves the right to bring legal action in the place of statutory jurisdiction applicable to the Customer.
- 9.2. The place of performance is the location of PERI GmbH's headquarters, Rudolf-Diesel-Straße, 89264 Weißenhorn, GERMANY.
- B. Special Terms of PERI for the sale of formwork and scaffold**
- I. Special PERI Terms for the sale of new goods**
- 1. Definitions**  
Unless otherwise specified, the Customers are referred to as "Buyer", PERI as "Seller" and the new goods owed contractually as per the Purchase Contract as "Purchase item".
- 2. Dates and deadlines**
- 2.1 Delivery dates and deadlines are only binding if they have been confirmed in the order confirmation letter by PERI, and they are subject to the restrictions regulated in Clauses 2.3 to 2.5.
- 2.2 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.
- 2.3 Deliveries are executed only after complete clarification of all the execution details and confirmation of the delivery periods and deadlines by PERI in writing or in text form. The compliance of any agreed delivery deadlines assumes the fulfilment of the contractual obligations and cooperation obligations of the Buyer. The Buyer is obliged to pay in advance.
- 2.4 Periods and deadlines shall not commence before the Buyer provides the necessary official certificates and approvals and/or the down payment for the individual agreement agreed and owed by the Buyer.
- 2.5 Disturbances caused by force majeure or other disturbances that lie beyond PERI's sphere of influence such as e.g. work stoppage, strike, lockout, governmental prohibitions, war, embargo and breakdown extend the deadlines and postpone the dates corresponding to the time of their duration.
- 3. Passing of risk, shipping and packaging and the costs of shipping and packaging**
- 3.1 PERI delivers from the Weißenhorn plant or from the PERI warehouse. Partial deliveries by PERI are permitted.
- 3.2 In Case that Buyer takes over transportation of the Purchase Item by himself or Buyer contracts a third party to transport the Purchase Item, Buyer shall bear the risk of coincidental loss of Purchase
- 3.3 As far as 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.
- 3.4 Shipment type, transport route and packaging shall be determined as per the packaging directive of PERI.
- 3.5 PERI determines at its discretion the nature of the transport vehicles used for shipping.
- 3.6 The Buyer shall bear the costs for shipping, freight and packaging.
- 4. Handover**
- 4.1 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.
- 4.2 While handing over the Purchase item, the delivery note created as per Clause B.I.4.1 should be signed in duplicate by the Buyer and by PERI. PERI and the Buyer each receive a copy of the delivery note.
- 5. Receipt**
- 5.1 The Buyer shall accept the Purchase item even if it has minor defects.
- 5.2 The Buyer must inspect the Purchase item immediately after delivery and notify PERI of any identifiable defects immediately in writing. The Buyer's inspection and notification obligation is governed by § 377 of the German Commercial Code (HGB).
- 6. Acceptance**
- 6.1 If the Buyer and PERI agree that a Purchase item should be accepted, then the Buyer shall accept the Purchase item in

- the plant or in the warehouse of PERI, as agreed by the parties.
- 6.2 A protocol must be prepared for 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 defects.
- 6.3 If the Buyer fails to appear on the agreed acceptance date, although PERI has invited him on time and has shared with him the consequences of his failure to appear on the agreed acceptance date, then the Purchase item shall be deemed accepted as per the contract, unless the Buyer is not responsible for his non-appearance.
- 7. Prices**
- 7.1 The price of the Purchase item results from the order confirmation of PERI. 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. If the quantity is not determined by counting, then the settlement is done with respect to the quantity of the Purchase item as per the specifications in the delivery note.
- 7.2 If the delivery of the Purchase item is done in several partial deliveries, which extend over more than 4 (four) weeks and there is an increase in material or commodity prices, wages or salaries between the conclusion of contract and the delivery, then PERI is entitled to increase the agreed prices. An increase in price should be notified to the Buyer. Upon the request of the Buyer, PERI must prove the factors and their scope involved in the price increase. If the overall price increase is above 30%, the Buyer can withdraw from the contract in writing to PERI, if he withdraws within two weeks after receipt of the notification of the price increase.
- 7.3 All prices are exclusive of VAT.
- 8. Payment terms**
- 8.1 The purchase price is due for payment 30 calendar days after the receipt of the invoice by the Buyer.
- 8.2 The Buyer shall not be entitled to any right of retention unless the counter-claim on which the right of retention is based has been finally determined in a binding legal ruling or acknowledged by PERI.
- 8.3 The Buyer may only assign claims against PERI, regardless of legal basis, to third parties with the written consent of PERI.
- 8.4 If partial deliveries are agreed, then the amount of VAT payable on the total payment is due upon the Buyer's first partial payment to PERI.
- 8.5 Deferred payments are excluded unless deferred payments have been agreed explicitly and in writing.
- 9. Overall maturity**
- 9.1 If the Buyer is in default of payment, then PERI is entitled to claim all receivables from the entire contractual relationship two weeks after the Buyer's default if PERI does not receive payment.
- 9.2 If it becomes apparent after the conclusion of contract that the payment claim is at risk due to the inability of the Buyer to pay, then PERI can refuse its due performance in accordance with § 321 BGB. The right to refuse performance in accordance with the preceding sentence does not apply if the quid pro quo has been effected completely or the Buyer has provided a security in the amount of the quid pro quo. If the Buyer's payment is not to be made in the form of money, then the right to refuse performance is omitted if the Buyer provides a security in the amount of the value of the quid pro quo or provides the quid pro quo.
- 9.2.1 PERI is entitled, in case of recognition of the risk to its payment claim owing to a lack of the payment capability of the Buyer, to claim all receivables not elapsed from the current business relationship with the Buyer.
- 9.2.2 The plea of uncertainty of § 321 BGB extends to all other outstanding deliveries and services from the business relationship between the Buyer and PERI.
- 10. Retention of title**
- The Purchase item remains the property of PERI until full payment of the purchase price.
- 11. Non-fulfilment of a payment obligation**
- 11.1 If PERI withdraws from the contract due to non-fulfilment of a payment obligation or non-compliant behaviour of the Buyer or takes back the Purchase item due to other reasons related to retention of title, then the Buyer surrenders the benefits acquired from PERI and pays PERI value compensation for the benefits not acquired in accordance with the rules of proper management.
- 11.2 The benefits to be disclosed by the Buyer as per Clause B.I.11.1 and the value replacement by the Buyer as per Clause B.I.11.1 shall not exceed the purchase price. In addition, the Buyer must pay PERI those expenses that PERI has made and was reasonably entitled to make in reliance on the Buyer's performance; this does not apply if the purpose of the expenses would not have been achieved even without the Buyer's breach of duty.
- 12. Defect claims**
- 12.1 The Purchase item corresponds to the required condition if it corresponds to the applicable technical details described in the assembly and use instructions (AuV) at the time of passing of risk as per Clause B.I.3. With respect to goods that are to be used under a contractual agreement with the Buyer to produce visible concrete surfaces, the required condition of the Purchase item is determined as per the criteria in the leaflets "Quality criteria for concrete formwork" of the Güteschutzverband Betonschalungen e.V. in its valid version at the time the contract is concluded.
- 12.2 PERI does not give any guarantee.
- 12.3 PERI does not make any commitment about the durability of the Purchase item and the appearance and texture of the concrete surface that is to be produced with the Purchase item.
- 12.4 If the Purchase item is defective, then PERI will deliver a new item or repair the defective Purchase item.
- 12.5 The retention of title as per Clause B.I.10 also applies to the parts to be replaced as part of the subsequent delivery.
- 12.6 PERI will carry out the supplementary performance within a reasonable period of time.
- 12.7 Any additional right to compensation for damages of the Buyer shall remain unaffected by this.
- 12.8 If the complaint is justified, then PERI shall bear the direct costs of the repair or the cost of a replacement item and its shipping costs in case of subsequent delivery. No liability exists for assembling or dismantling the defective Purchase item or for installing or fitting the new item in case of repair or supplementary performance.
- 12.8 PERI has the right to refuse the supplementary performance if its cost exceeds the order value. If the Buyer requests the supplementary performance at delivery sites outside the Federal Republic of Germany in spite of the fact that the order value has been exceeded and if PERI provides the same, then the costs of the supplementary performance to be borne by PERI are limited to the amount of the order value. Buyer shall bear the remaining costs.
- 12.10 PERI is entitled to demand from the Buyer the return of the defective item and acquired benefits and value replacement for the benefits not acquired in accordance with the rules of

- proper management simultaneously with the handover and transfer of ownership of the item to be delivered for the purpose of supplementary performance. In this case, PERI is entitled to damage claims for damage from the return obligation regarding damages caused by reasons attributable to the Buyer. This shall not apply if the damage is traceable to a defect notified by the Buyer or the if Buyer is not responsible for the damage.
- 12.11 The Buyer has the right to exercise the option to reduce the purchase price or to withdraw from the contract if the Buyer – taking into account the statutory exceptional cases – has set a deadline for supplementary performance by PERI as per §§ 437 no. 2, 323 para. 1 BGB, and this period has elapsed unsuccessfully. The Buyer may not withdraw if withdrawal is prohibited by law. 12.12 If no substantial defect exists, the Buyer only has the right to a reduction of purchase price as per the §§ 437 no. 2, 441 BGB.
- 13. Liability**
- 13.1 PERI is not liable for the consequences of defects for which defect claims are excluded as per Clause B.I.12. PERI's liability is also excluded if the Buyer uses the Purchase item in contradiction to the applicable assembly and use instructions or uses it together with own objects or components of another manufacturer.
- 13.2 In any other case, PERI shall be liable for damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence. This also applies to damages that the Buyer incurs as a result of the grossly negligent behaviour of corporate bodies, executives of PERI or vicarious agents of PERI. In addition, PERI shall be liable in cases of ordinary negligence
- 13.2.1 for damages arising from injury to life, body or health,
- 13.2.2 for damages arising from breach of a material contractual obligation (cardinal obligation); in this case PERI's liability shall be limited to compensation for foreseeable, typical damages.
- 13.3 The limitations of liability set out above shall not apply if PERI fraudulently concealed a defect, gave a guarantee as to the quality of the Purchase item or is subject to mandatory liability pursuant to product liability law.
- 13.4 Further liability – irrespective of legal grounds – and compensation for damages not occurred on the Purchase item are excluded.
- 13.5 To the extent that PERI's liability is excluded or limited, this shall also apply to the liability of its legal representatives, employees and vicarious agents.
- 13.6 This Clause 13 does not constitute a reversal of the burden of proof.
- 14. Withdrawal**
- 14.1 PERI is entitled to withdraw from the Purchase Contract and all contracts with the Buyer and to reclaim and collect the Purchase item if
- PERI has a statutory or contractual right of withdrawal,
  - the Buyer is in default for the payment of the purchase price or the instalment of the payment, if instalments have been agreed between the Buyer and PERI, for more than 10 days,
  - a bill of exchange or a cheque of the Customer is protested at the Buyer or a third party,
  - an insolvency process has been opened or applied to the assets of the Buyer, whereby any rights of the administrator remain unaffected after the insolvency or there is a de facto credit unworthiness of the Buyer with at least one credit company. This does not apply if the Buyer provides security in the amount of the outstanding receivables of PERI against the Buyer, which is still
- valid at the point of time at which PERI found out about the credit unworthiness of the Buyer.
- 14.2 If PERI exercises its right to withdraw or the Buyer knows that PERI is entitled to a right of withdrawal as per Clause B.I.14.1, then the Buyer is liable for the deterioration or the destruction of the Purchase item, even if he has taken as much care as he would have customarily taken own items.
- 14.3 In case of withdrawal, the services received as well as the benefits acquired should be surrendered and value compensation should be paid for the benefits not acquired in accordance with the rules of proper management. Apart from that, the contractual relationship transforms to a contractual obligation to restitution with rights and obligations as per §§ 346 to 354 BGB.
- 14.4 The Buyer shall bear the costs that PERI incurs in the scope of a withdrawal from the contract regarding the return of the Purchase item.
- II. Special conditions for rental purchase**
- 1. Rental purchase**
- Insofar as PERI agrees with the Customer at the time of the conclusion of a rental agreement, during the period of a rental agreement or in connection with a rental agreement, that the Customer purchases the rental object wholly or partially (rental purchase), the purchase price is calculated – subject to any deviating contractual agreement – as follows: Original value of the rental object as per "PERI Rental price list" minus a used parts discount to be determined by PERI as per its reasonable discretion minus the paid rent plus reasonable processing and, if applicable, financing costs.
- 2. Defect claims**
- Insofar as the Customer purchases material, wholly or partially, which has been leased to him previously based on a rental agreement by PERI, PERI's liability for any defect is excluded.
- 3. Liability**
- 3.1 PERI's liability is excluded if the Customer uses the Purchase item in contradiction to the applicable assembly and use instructions or uses it together with own objects or components of another manufacturer.
- 3.2 In any other case, PERI shall be liable for damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence. The same also applies to damages that the Buyer incurs due to the grossly negligent behaviour of corporate bodies, executives of PERI or vicarious agents of PERI. In addition, PERI shall also be liable in cases of ordinary negligence
- 3.2.1 for damages arising from injury to life, body or health,
- 3.2.2 for damages arising from breach of a material contractual obligation (cardinal obligation); in this case PERI's liability shall be limited to foreseeable, typical damages.
- 3.3 The liability limitations set out above shall not apply if PERI fraudulently concealed a defect, gave a guarantee as to the quality of the Purchase item or is subject to mandatory liability pursuant to product liability law.
- 3.4 Any further liability – irrespective of the legal grounds – and compensation for damages that have not occurred on the Purchase item, is excluded.
- 3.5 To the extent PERI's liability is excluded or limited, this shall also apply to the liability of its legal representatives, employees and vicarious agents.
- 3.6 This Clause 3 does not constitute a reversal of the burden of proof.

#### 4. Application of Special Terms of PERI for the purchase of new goods

In addition, the Special Terms for the purchase of new goods (Clause B. I) shall apply accordingly.

### III. Special Terms of PERI for the purchase of used goods

#### 1. Defect claims

The sale of used goods by PERI excludes any guarantee and defect liability.

#### 2. Sale of Unusable Pieces

In case that the Used Goods fully or partially contains of Unusable Pieces,

2.1 PERI sells its Used Goods only for the purpose of scrapping by the Customer,

2.2 Customer may use the Unusable Pieces neither as formworks nor as scaffolds nor for any other purpose than scrapping, and

2.3 Customer is obliged to let a disposal company which is certificated regarding ISO 9001 to scrap and dispose the Unusable Pieces.

#### 3.1 Liability

3.1 PERI's liability is excluded if,

3.1.1 the Customer uses the Purchase item in contradiction to the applicable assembly and use instructions or uses it together with its own objects or another manufacturer's components or

3.1.2 the Purchase Item fully or partially contains of Unusable Pieces and Customer use the Unusable Pieces as formwork, scaffolding or for any other purpose than scrapping.

3.2 In any other case, PERI shall be liable for damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence. The same applies to damages that the Buyer incurs due to grossly negligent behaviour of corporate bodies, executives of PERI or vicarious agents of PERI. In addition, PERI shall be liable in cases of ordinary negligence

3.2.1 for damages arising from injury to life, body or health,

3.2.2 for damages arising from breach of a material contractual obligation (cardinal obligation); in this case PERI's liability shall be limited to foreseeable, typical damages.

3.3 The limitations of liability set out above shall not apply if PERI fraudulently concealed a defect, gave a guarantee as to the quality of the Purchase item or is subject to mandatory liability pursuant to product liability law.

3.4 Any further liability – irrespective of the legal grounds – and compensation for damages that have not occurred on the Purchase item, is excluded.

3.5 To the extent that the liability of PERI is excluded or limited, this shall also apply to the liability of its legal representatives, employees and vicarious agents.

3.6 This Clause 2 does not constitute a reversal of the burden of proof.

3.7 Should a third party file a claim against PERI for damages which arise out of the use of Unusable Pieces by the Customer, Customer shall indemnify PERI from liability which arise from the use of Unusable Pieces by the Customer.

#### 4. Application of Special Terms of PERI for the purchase of new goods

In addition, Special Terms apply to the purchase of new goods (Clause B.I).

### C. Special Terms of PERI for renting of formwork and scaffold

#### 1. Definitions

In the following, unless specified otherwise, the Customer is referred to as "**Lessee**", and PERI is referred to as "**Lessor**".

#### 2. Nature of the rental object

2.1 The rental object is usually previously used material.

2.2 The Lessee has no claim to the receipt of new goods.

2.3 The rental object is handed over in a cleaned and functional condition.

2.4 If the rental object consists of scaffolds, the following applies regarding its quality: The required condition of the scaffold rented by the Lessee corresponds to the directive "Quality criteria for rented formwork" of the Güteschutzverband Betonschalung e.V. in its respectively valid version.

2.5 Any additional requirements for the rental object should be agreed in advance between PERI and the Lessee. 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 (SiGeKo-Plan) of the Lessee.

#### 3. Calculation, payment, delayed payment and assignment

3.1 The agreed rent applies for the minimum rental period as per Clause C.10.1.

3.2 After the expiry of the respective minimum rental period, the rent is calculated as per calendar days.

3.3 The actual delivered quantity is billed by the calculated number of items, square metres, linear metres, cubic metres, lump sum metres or raised metres ("actual total quantities").

3.4 The rent per calendar day is calculated from the rent agreed for the minimum rental period divided by 30 (thirty).

Therefore, for example, if the agreed rent for a formwork component for a minimum rental period of one month is 3,000 euros, then the rent is calculated as follows for one calendar day:  
3,000 euros ./ (1 x 30 days) = 100 euros.

3.5 The beginning and end of the rental period are regulated in Clause C.10.

3.6 Rental invoices are generated either for the calendar month or for 30 days. Rental invoices are payable without any deduction.

3.7 All prices plus statutory VAT should be paid.

3.8 Rental invoices do not have discounts. If the Lessee grants a SEPA business-to-business direct debit mandate, then a 2 percent discount is granted from the invoice receipt.

3.9 Cheques are accepted only on account of payment by PERI.

3.10 Interest is charged for delay and calculated as per § 288 BGB.

3.11 The Lessee shall not be entitled to any right of retention unless the counter-claim on which the right of retention is based has been finally determined in a binding legal ruling or acknowledged by PERI. In these cases, the Lessee can exercise the right of retention after the expiry of one month subsequent to the announcement of the assertion of the right of retention.

3.12 The Lessee may only assign claims against PERI, regardless of their legal basis, to third parties with the written consent of PERI.

#### 4. Ancillary services

4.1 The Lessee may order paid ancillary services from PERI. These include in particular:

- Engineering services (cycle operations in the construction phase, planning for the use of formwork, planning for the use of scaffolds, creation of static and auditable static calculations, consultation for formwork coordination on the construction site, etc.);
- Transport services;
- Formwork pre-assembly and dismantling;
- Instructions on handling of the rental object;
- Return of the rental object to the construction site;
- Cleaning the rental object;
- Repair of damages due to improper handling and
- Disposal

4.2 The costs for the ancillary services should be borne by the Lessee.

4.3 Discounts cannot be given on ancillary services.

4.4 Apart from this, the "Special Terms of PERI for **special formwork pre-assemblies**" (Clause D), the "Special Terms of PERI for **pre-assemblies of formwork in plant**" (Clause E), the "Special Terms of PERI for **Engineering and structural stress services**" (Clause F), the "Special Terms of PERI for **instruction and plan comparison**" (Clause G) and the "Special Terms of PERI for **Transport services**" (Clause H) apply.

#### 5. Transfer/inspection of the rental object

5.1 The rental object is provided for pick-up in multiple parts at the Lessee's request (Holding the rental object). The Lessee must notify PERI of his intention to pick-up at least 5 (five) working days before the intended pick-up day.

5.2 PERI provides the rental object for pick-up by the Lessee at the Weißenhorn plant or in the agreed warehouse, unless contractually agreed otherwise.

5.3 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 Lessee, the Lessee must inspect the rental object immediately for conformity with the specifications in the delivery note, completeness and functionality. Apart from this, § 377 HGB applies accordingly.

5.4 The delivery note must be signed by the Lessee or a representative of the Lessee at the time the rental object is transferred to the Lessee.

5.5 The rental object must be accepted by the Lessee unless there is a significant defect.

5.6 Partial deliveries from PERI are permitted. In case of partial deliveries, such a partial delivery will be announced by PERI.

5.7 Missing or defective parts should be immediately notified to PERI in writing. If the Lessee omits to notify PERI, then the delivery is considered accepted unless there is a defect that was not identifiable during the inspection.

5.8 If any defect was not identifiable at the time of the handover and identified only later, then the Lessee must notify PERI of the defect immediately after it is detected. Otherwise the delivery is also considered to be accepted with regard to this defect. The timely dispatch of the information is sufficient to preserve the Lessee's rights. If the Lessee fails to notify PERI, the assertion of claims by Lessee and PERI will be determined by § 536c BGB.

5.9 If PERI has fraudulently concealed a defect, then PERI cannot rely on the regulations of Clause C.5.6 – 5.8.

#### 6. Passing of risk, dispatch and packaging and the costs for dispatch, packaging and waiting periods

6.1 If the Lessee himself or a carrier or forwarder representing the Lessee accepts the rental object, then the Lessee is

responsible for the transport risk from the time of transfer of the rental object to the carrier or forwarder or to the Lessee himself.

6.2 Insofar as PERI itself transports the rental object, PERI bears the transport risk until handover to the Lessee.

6.3 Delivery type, packaging and dispatch route shall be governed by the PERI packaging regulation.

6.4 The Lessee shall bear the shipping costs, freight costs, packaging costs and, if applicable, tolls and unloading costs. Furthermore, the Lessee bears the costs for waiting periods during loading and unloading at the construction site if such periods exceed two hours, unless the Lessee is not responsible for such waiting periods.

#### 7. Use of the rental object

7.1 While using the rental object, the Lessee 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 Lessee together with the rental object free of charge.

7.2 The Lessee bears the risk of using the rental object with its own parts or the parts of another manufacturer.

7.3 The Lessee 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).

7.4 The Lessee is obliged to handle the rental object carefully and appropriately and to undertake all measures so that the value of the rental object and its suitability are not reduced. Proper use by the Lessee assumes compliance with "Handling and care instructions" of the Güteschutzverband Betonschalungen e.V. in its valid version. It is provided to the Lessee free of charge before the contract is concluded.

7.5 The Lessee must meet the maintenance and repair obligation during the rental period. Damages to the rental object due to improper use should be compensated as per the statutory regulations.

7.6 If the rental object consists of a scaffold, then the following applies to use of the rental object in addition to Clause C.7.1 – 7.4: The scaffolds may be used only in accordance with the assembly and use instructions as well as the relevant standards, in particular, the scaffold directives DIN 4420 and DIN EN 12811-1 (maximum permitted load). Non-compliance will release PERI from responsibility for any damages arising from such misuse.

#### 8. Monitoring and safety obligations

8.1 The Lessee 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.

8.2 The Lessee must carefully safeguard and protect the rental object against theft. In case of theft, embezzlement or any other illegal misplacement, the Lessee is obliged to notify PERI and the competent regulatory authority 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 Lessee 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 Lessee presumes the same. A copy of the police report should be sent immediately to PERI after the submission of the report.

8.3 The Lessee must ensure that the rental object is protected against damage by fire, water and weather.

### 9. Deadlines and dates

- 9.1 Neither absolute nor relative transactions for delivery by a fixed date are agreed between PERI and the Lessee with respect to PERI's performance obligation, unless such a transaction for delivery by a fixed date is explicitly agreed in writing.
- 9.2 Delivery deadlines or other dates are only binding for PERI if they are explicitly marked in the contract as binding.
- 9.3 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 Lessee.
- 9.4 If PERI is in default regarding delivery, then the Lessee can withdraw from the contract if he has unsuccessfully set a reasonable period of time for delivery for PERI.
- 9.5 The delivery obligations are subject to the proviso that PERI itself is supplied properly and in a timely manner, unless PERI is responsible for the incorrect or late delivery to itself.
- 9.6 In case of force majeure or any other disturbance beyond PERI's control, such as work stoppage, strike, lockout, governmental prohibitions, energy and transportation issues, insofar as PERI is not liable for these, the deadlines shall be extended and postponed according to their effects. The same applies even if such a condition arises on part of the pre-suppliers or sub-contractors of PERI.
- 9.7 Claims for damage compensation due to delay are excluded if PERI or the persons for whom PERI is responsible are not guilty of intentional misconduct or gross negligence.
- 9.8 Any damage due to delay is limited to 0.5% of the contract price of the delayed delivery for each complete week of delay, up to a maximum of 5% of the contract price.
- 9.9 Contract price within the meaning of Clause C.9.8 is the rental price for three months. Apart from this, the general limitations of liability in Clause C.15 apply.

### 10. Rental duration

- 10.1 The minimum rental duration is one month, which is calculated with 30 (thirty) days.
- 10.2 The rental period begins with the day on which the rental object leaves the warehouse of PERI. The rental period ends when the rental object re-enters the contractually agreed rental warehouse of PERI. If no rental warehouse was determined in the rental agreement, then the rental warehouse is the warehouse that lies closest to the construction site to which the rental object was delivered.
- 10.3 If the Lessee has taken over the transport of the rental object and the pick-up of the rental object is carried out later than the day agreed in the contract by the Lessee due to reasons for which the Lessee is responsible, then the day on which PERI was ready to dispatch the item is considered the beginning of the rental period.
- 10.4 If the rental object is to be pre-assembled on the construction site, then the rental period begins with the handover to the Lessee. The handover is made at the time of acceptance of the pre-assembly.
- 10.5 Lessee 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.

### 11. Defect claims

- 11.1 If the rental object or parts of the rental object are defective at the time at which the risk is passed, then the Lessee is entitled to the following claims and rights:
- 11.1.1 PERI improves the rental object or parts of the rental object free of charge or delivers defect-free rented material free of charge. Any further liability for defects is excluded if PERI has not acted intentionally or with gross negligence.

- 11.1.2 If repair work or replacement fails, then the Lessee is exempted from paying rent if the defect rules out the suitability of the rental object for contractual use.
- 11.1.2.1 As long as and insofar as such suitability is reduced, the Lessee must only pay a reduced rent.
- 11.1.2.2 An insignificant reduction within the meaning of § 536 para. 1 sentence 3 BGB shall be disregarded
- 11.2 Defect claims of the Lessee are excluded if PERI is prevented from examining the alleged defects or the evidence demanded by PERI is not provided immediately in a manner that enables PERI to review and understand the defect. In this respect it is sufficient if the defective item is provided to PERI and the defect and its cause can be ascertained from it.
- 11.3 In deviation from Clause C.19, damage compensation claims or self-repair and compensation of required expenses as per § 536 a BGB are excluded if PERI is not guilty of intentional misconduct or gross negligence.
- 11.4 With PERI's written consent, the Lessee may repair the defects himself or facilitate the same. PERI bears only the costs that it would incur by itself in such a case.

### 12. Signage and advertising

- 12.1 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 Lessee.
- 12.2 PERI is entitled to photograph the objects on which labour is done with the help of PERI's scaffolding and/or formwork and to use them in PERI advertisements, along with the name of the Lessee, in any form, such as catalogues, prospectuses, on reference lists, on its online homepages ([www.peri.de](http://www.peri.de) and [www.peri.com](http://www.peri.com)), social-Media platforms and similar locations. If the principle is entitled to a copyright to the object, the Lessee tries to facilitate, at the request of PERI, that PERI obtains the usage rights in question from the client.
- 12.3 The Lessee must ensure that the advertisement affixed by PERI is not damaged or misplaced.
- 12.4 Placing advertisements of the Lessee, the 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 Lessee should not, in any case, completely or partially hide or cover the advertisement by PERI.

### 13. Subleasing, lending and transfer of the rental object

- 13.1 The Lessee 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 referred to as "Transfer of rental object"). Any transfer of the rental object requires the prior consent of PERI. The use of the rental object by one of the sub-lessees of the Lessee that is active on the construction site agreed upon in the rental agreement 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 agreement.
- 13.2 The Lessee hereby assigns all claims of the Lessee against a third party from the transfer of the rental object to PERI, and PERI accepts the assignment. The Lessee hereby assigns receivables of the Lessee arising against the third party via dispositions of the rental object or parts of the rental object to PERI, and PERI accepts the assignment.
- 13.3 The Lessee shall inform PERI immediately if the rental object or parts of the rental object are seized or affected in any other way.

- 13.4 The Lessee 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 will be determined by PERI at its reasonable discretion and, in case of dispute, reviewed by the responsible district court. In addition, PERI reserves the right to assert higher damage. The Lessee is entitled to prove a lower amount of damage.
- 14. Return delivery**
- 14.1 The return delivery of the rental object is carried out by the Lessee himself, unless otherwise explicitly agreed in writing at the time of the conclusion of the contract.
- 14.2 Return deliveries of the rental object are carried out at the cost and risk of the Lessee. PERI can, if agreed explicitly, arrange transport for the Lessee and commission a transport company for this purpose. If the transport company takes over the return transport, then the Lessee shall bear the transport risk. If PERI undertakes the return transport of rental object as an ancillary service (Clauses C.4 and H), then PERI assigns its claims for damages resulting from the return of the rental object against the carrier or forwarder to the Lessee. Any further liability of PERI is excluded.
- 14.3 PERI can determine the type of shipment and the packaging for return delivery. At the time of the return delivery of the rental object, the packaging materials delivered by PERI (mesh boxes, Euro palettes etc.) should be used and returned.
- 14.4 Return deliveries of the rental object must be made to the site address mentioned in the contract (hereinafter referred to as "**Place of return delivery**"), unless otherwise specified explicitly.
- 14.5 If the rental object is returned, at PERI's request, to a site other than the site of return delivery, then PERI bears any eventual incurred additional transport costs.
- 14.6 Transport insurances are concluded only at the explicit desire and cost of the Lessee.
- 14.7 The Lessee 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.
- 14.8 Mechanical parts like spindles or screws that are greased by PERI before handover must be greased again before these are returned.
- 14.9 Lessee 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 Lessee 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 Lessee must bear the cost for the disposal of useless parts of the rental object.
- 14.10 The Lessee must ensure that rented objects of the same type are not mixed. If rental, purchase and other objects are mixed, the Lessee must indicate, which are rental objects, which are purchase objects 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.
- 14.11 The Lessee must complete the return delivery note provided by PERI regarding the return deliveries of the Lessee. The number and article description of the parts of return delivery sent with a consignment must be listed by the Lessee 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 Lessee.
- 15. Return delivery check**
- 15.1 After the delivery of the rental object ("**Return delivery**") to the site of the return delivery or another unloading site agreed between the Lessee and PERI, the rental object is counted and it is verified as to whether it corresponds to the return delivery conditions mentioned in Clause C.14.7 and 14.8 and to the specifications in the return delivery note ("**Return delivery inspection**"). Insofar as the normal course of business permits, the return delivery inspection is performed immediately after receiving the return delivery.
- 15.2 If the Lessee himself or a representative appointed by him is present at the time the return delivery is inspected, then a protocol about the return delivery is prepared. Lessee 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.
- 15.3 If the Lessee himself or a representative appointed by him is not present at the time that the return delivery is inspected, then PERI prepares a written report about the return delivery inspection. The Lessee has the right to prove that the report prepared by PERI is wrong.
- 15.4 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 inspection at a later time ("**subsequent return delivery inspection**"). In this case, PERI will document the return delivery with photos and prepare a return delivery note about the subsequent return delivery inspection and send it to the Lessee.
- 16. Cleaning and maintenance**
- The Lessee is responsible for the cleaning and maintenance of the rental object. The valid latest version of the guideline of the Güteschutzverband Betonschalungen e. V. (GSV) for handling and maintenance instructions for formwork systems applies to the cleaning and the maintenance of formwork. This guideline is available free of charge, and it can be downloaded and printed from the site [http://www.gsv-betonschalungen.de/media/files/deutsch/download\\_merkblaetter\\_richtlinien/2003-10-11-GSV-Richtlinie-Handhabungs--und-Pflegehinweise-f-r-Schalungssysteme.pdf](http://www.gsv-betonschalungen.de/media/files/deutsch/download_merkblaetter_richtlinien/2003-10-11-GSV-Richtlinie-Handhabungs--und-Pflegehinweise-f-r-Schalungssysteme.pdf)
- 17. Pick-up**
- 17.1 If for the return delivery pick-up by PERI has been exceptionally agreed, then the Lessee must agree with PERI on the exact handover time (3) three working days prior to the pick-up of the rental object.
- 17.2 If the Lessee cannot arrange the pick-up due to circumstances for which the Lessee is responsible, then the rental period is extended correspondingly. In this case, the Lessee must bear the cost of the repeated transport.
- 17.3 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. The monitoring and safety obligations of the Lessee remain in force as per Clause C.8 until the completed pick-up of the rental object.
- 17.4 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 complete, in the original technical condition without any damage other than normal wear and tear, in a clean and reusable condition, dismantled, bundled according to dimensions, palletised and arranged properly for unloading with a forklift. It must be loaded carefully at the expense of the Lessee. 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 Lessee is responsible, then PERI will be separately compensated for the waiting periods exceeding two hours.

### 18. Premature termination of contract

18.1 PERI is entitled to prematurely terminate the contract and all other existing contracts and to exercise its right to reclaim and pick up the rental object if

- the Lessee is in default for the payment of the full monthly rent, which results from the rental contract for more than 10 days; ;
- a bill of exchange or cheque of the Customer is disputed by the Lessee or a third party;
- an application for insolvency is made or insolvency proceedings are initiated with regard to the assets of the Lessee, 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 regulations despite reminders being issued. In addition, no warning is required for grossly careless handling.

18.2 PERI is explicitly entitled to enter the construction site to pick-up the rental object in the situations identified in Clause C.18.1.

18.3 PERI can demand advance payment of the rent from the Lessor if the lack of payment capability of the Lessee is apparent on the basis of objective circumstances and thus the claims of PERI are at risk.

18.4 PERI must demand the advance payment from the Lessee as per Clause C.18.3 at the latest by the expiry of the 10th (tenth) of the current calendar month in written form (§ 126b BGB) 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 Lessee 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.

18.5 If the Lessee is in default with respect to the advance payments for which it is responsible as per Clause C.18.3 and 18.4, then PERI has the right to terminate the rental contract with the Lessee as per Clause C.18.1 without any prior notice.

18.6 The Lessee bears the costs incurred by PERI due to withdrawal of the rental object as a result of termination as per Clauses C.18.1 and 18.4.

18.7 After termination without notice, PERI has the right to demand compensation for damages in addition to or in place of the remaining rent.

18.8 For the case of termination, the further use of the rental object is already objected as per § 545 BGB at the time of conclusion of contract.

### 19. Liability on the part of PERI

19.1 PERI is excluded from liability when the Lessee uses the rental object in contradiction to the applicable assembly and use instructions or the Lessee uses the rental object together with its own objects or components of the Lessee or another manufacturer.

19.2 In any other case, PERI shall be liable for damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence. The same also applies to damages that are incurred by the Lessee due to gross negligence of corporate bodies, executives of PERI or vicarious agents of PERI.

19.3 In addition, PERI shall be liable in cases of ordinary negligence

19.3.1 for damages arising from injury to life, body or health,

19.3.2 for damages arising from breach of a material contractual obligation (cardinal obligation); in this case PERI's liability shall be limited to compensation for foreseeable, typical damages.

19.4 The liability limitations set out above shall not apply if PERI fraudulently concealed a defect, gave a guarantee as to the quality of the rental object or is subject to mandatory liability pursuant to product liability law.

19.5 Any further liability – irrespective of legal grounds – is excluded.

19.6 To the extent that the liability of PERI is excluded or limited, this shall also apply to the liability of PERI's legal representatives, employees and vicarious agents.

19.7 This Clause 19 does not constitute a reversal of the burden of proof.

### 20. Lessee's liability

20.1 The Lessee is not authorised to use the rental object after the expiry of the rental period. If the Lessee continues to use the rental object, then PERI has the right to claim compensation from the Lessee for damages and use.

20.2 The Lessee is liable to PERI for damages in accordance with the statutory provisions if Lessee 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.14.7 and 14.8, unless the Lessee is not responsible for this.

20.3 Insofar as the Lessee 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 contract, deducting a reasonable used parts discount for depreciation of value.

20.4 Insofar as the Lessee 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 original value of the rental object as laid down in the PERI rental price list which applies at the time of conclusion of contract.

20.5 The Lessee is obliged to take out insurance coverage that will cover the complete value of the rental object. It must especially include damage from all 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.

20.6 The Lessee is obliged to assign its insurance to PERI upon request in cases of damage.

20.7 The rental claims of PERI which have arisen until the time of the damage event remain unaffected.

## D. Special Terms of PERI for special formwork pre-assemblies

### 1. General and terminology

1.1 Unless stated otherwise, the Customer is the "Buyer".

1.2 Certain products of PERI such as, climbing formwork or railcars for tunnel formworks, can be delivered in individual parts (unassembled) or prepared for use (pre-mounted). If the Buyer agrees with PERI on pre-assembly, then the following conditions apply to formwork pre-assemblies.

1.2 These Special Terms for formwork pre-assemblies relate to formwork pre-assemblies and dismantling of formwork material and formwork components, which are done at the construction sites.

1.3 The remaining regulations in the conditions, particularly for the use of a supervisor, repairs and also the approvals in the course of delivery and return, remain unaffected by these Special Terms for special formworks pre-assemblies.

### 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 formworks, 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 Buyer.
- 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 pre-assembly, PERI will give the assembly plans to the Buyer 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 Buyer must check the correctness of the assembly plans within a reasonable period. 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 Buyer sends neither the countersigned plans nor the information about change requirements to PERI, 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 as per § 2 of the construction operations regulation.
- 2.5 The exact scope of work of pre-assembly services is agreed in the contract.

### 3. Deadlines and dates

- 3.1 If binding deadlines have been determined for pre-assembly operations, then they only start after the Buyer has fulfilled all his cooperation obligations.
- 3.2 If PERI does not meet the deadlines for which it is responsible, then the Buyer must first set out in writing an appropriate grace period. The Buyer can withdraw from the contract after the expiry of the grace period set by him according to the preceding sentence. Claims for compensation for damages caused by delay are excluded unless they are based on intentional misconduct or gross negligence.
- 3.3 If the Buyer requests changes on the special formwork products, which are to be pre-assembled by PERI in terms of Clause D.2.1 (in the following “**subsequent change requests of the Buyer**”), then these subsequent change requests of the Buyer are executed by PERI to the extent they are possible and reasonable at the cost of the Buyer.
- 3.4 Subsequent change requests of the Buyer 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 Buyer to accept until this term expires.
- 3.6 In case of delays or interruptions during the formwork pre-assembly for which PERI is not responsible, all the postponement of deadlines and extra costs, particularly the costs for waiting periods and additional travel and accommodation costs, are to borne by the Buyer.
- 3.7 In cases of force majeure, particularly in case of an earthquake, but also in case of wind with a wind force of 7 (seven), in case of severe rainfall or frost with snowfall and ice formation, the formworks pre-assembly operations of PERI can be interrupted and suspended. Contractually agreed upon deadlines are extended by the period in which

the formwork pre-assembly is interrupted or suspended as per this Clause.

### 4. Work safety and accident prevention

- 4.1 Immediately after placing an order, the Buyer must appoint a responsible site manager, safety and health coordinator and safety expert.
- 4.2 After the order is placed by the Buyer and before the beginning of pre-assembly, the Buyer briefs the workers of PERI, who are executing the formwork pre-assembly works at the construction site (hereinafter “**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 Buyer provides and installs required fall protection devices and support devices at all workplaces and traffic routes on which services are carried out by PERI.
- 4.4 Tests according to § 10 of the industrial safety regulation (BetrSichV) are to be executed by the Buyer.
- 4.5 Unless agreed otherwise, the Buyer bears the cost for the measures that are required to protect persons and material at the pre-assembly location.

### 5. Buyer's obligations to cooperate

- 5.1 The Buyer must fulfil all prerequisites so that PERI can implement the formwork pre-assembly completely, without any delay, without affecting the interests of the third party and in compliance with all legal regulations. The cooperation obligations that are summarised for this purpose in these conditions are not final; they only describe the typical performance obligations of the Buyer. Additional obligations for the Buyer may result from the individual contractual agreements.
- 5.2 The Buyer must take care of all approvals and permissions required for the formwork pre-assembly before the beginning of formwork pre-assembly agreed with PERI.
- 5.3 The Buyer provides the following services at its own expense:
- 5.3.1 Preparation of all required support and stability proofs for the erection of formwork on buildings or on other foundations;
- 5.3.2 Provision of anchoring proofs for suspension points of climbing systems for mounting the formwork on buildings;
- 5.3.3 Preparation of even, fixed storage and pre-assembly areas in sufficient size and for the erection of formwork pre-assembly material in a suitable position;
- 5.3.4 Preparation of radio sets for communicating with the crane driver whenever required;
- 5.3.5 Downloading, uploading and dismantling of loose and/or pre-assembled formwork parts;
- 5.3.6 Inspecting all delivered formwork parts for completeness and damages; the Buyer will document the contractually required, but missing or defective formwork parts and notify the same to PERI in writing;
- 5.3.7 Protecting the formwork against theft and damage;
- 5.3.8 Executing in-plant transport and site transport between storage, assembly plant and place of installation of the formwork pre-assembly material;
- 5.3.9 Preparation of necessary forklifts for load pick-up (e.g. cranes, forklifts) and passenger transport (hydraulic platforms) with required lifting force and range of coverage;
- 5.3.10 Provision of heated and illuminated rest-room and sanitary rooms as per the applicable workplace regulations (ArbStättV) and also daytime accommodation, tools containers and water for the employees of PERI;
- 5.3.11 Set-up of power connections single phase 230 V and three phase 400 V/50 Hz, 32 A at the formwork pre-assembly location;

- 5.3.12 Set-up of adequate disposal options for band steel, films, cardboard, paper, wooden and metal parts and also construction waste.
- 5.4 Levelling works, axis determination or other dimensional anchor points must be undertaken by the Buyer at the time of first applications. Fine adjustments to the pre-assembled formwork materials are done by the Buyer.
- 5.5 PERI maintains a site journal during the construction site operation. The Buyer will inspect and confirm the site journal maintained by PERI at least once a week.
- 6. Approval of special formwork pre-assembly and beginning of the rental period**
- 6.1 The Buyer is obliged to accept the pre-assembly service as per the contract as soon as PERI reports the completion of the concluded pre-assembly. The Buyer only has the right to refuse the acceptance in case of a major defect in the pre-assembly. The Buyer must accept the pre-assembly as per the contract irrespective of the technical or official inspections that the Buyer performs together with a third party.
- 6.2 By accepting the pre-assembly, the Buyer confirms the functionality and completeness of the total scope of delivery and its damage-free condition.
- 6.3 A protocol is prepared about the acceptance, which is signed by both parties. All damages to the objects pre-assembled by PERI are to be mentioned in this protocol.
- 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 pre-assembly is not done as per the contract even after two attempts of repair work, then the Buyer can withdraw from the contract for provision of pre-assembly services. The Buyer is not entitled to further claims.
- 6.5 If the acceptance of the formwork pre-assembly executed by PERI is delayed because of reasons for which the Buyer is responsible, and there is no major defect with respect to the pre-assembly carried out by PERI, then it is considered to be approved at the end of two weeks after the completion of the pre-assembly operation was reported by PERI.
- 6.6 Clause C 10 applies to the beginning of the rental period.
- 7. Return at the time of dismantling**
- 7.1 A visual inspection of the object to be dismantled is to be performed by PERI and the Buyer together before the dismantling for disassembly and alteration work starts.
- 7.2 The damages to the rented products that are evident in the visual inspection performed as per Clause D.7.1 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 Buyer then confirms the accuracy of the statements in the protocol.
- 7.3 PERI can claim damages that are not detected in the visual inspection and that have developed during the rental period against the Buyer within 8 weeks after the visual inspection. A letter to the Buyer is sufficient to assert any damage claim in accordance with the preceding sentence in which PERI informs the Buyer about the subsequently detected damages and the costs required for their rectification.
- 8. Liability on the part of PERI**
- 8.1 PERI shall be liable for damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence. The same also applies to damages incurred by the Buyer due to the gross negligence of corporate bodies, executives of PERI or vicarious agents of PERI. In addition, PERI shall be liable in cases of ordinary negligence
- 8.1.1 for damages arising from injury to life, body or health,
- 8.1.2 for damages arising from breach of a material contractual obligation (cardinal obligation); in this case PERI's liability shall be limited to compensation for foreseeable, typical damages.
- 8.2 The liability limitations set out above shall not apply if PERI fraudulently concealed a defect, gave a guarantee as to the quality or is subject to mandatory liability pursuant to product liability law.
- 8.3 Any further liability - for whatever legal reasons - and compensation for damages, which is not based on PERI's structural assembly of modules, shall be excluded.
- 8.4 To the extent that the liability of PERI is excluded or limited, this shall also apply to the liability of PERI's legal representatives, employees and vicarious agents.
- 8.5 This Clause 8 does not constitute a reversal of the burden of proof.
- 9. Buyer's liability**
- 9.1 The Buyer is liable for damages incurred by PERI due to a culpable violation of his obligations to cooperate as per the legal regulations.
- 10. Additional expenses**
- 10.1 In case of interruptions in the pre-assembly operations due to structural conditions, organisation of the construction site or other reasons caused by the Buyer, the required additional expenses are separately paid to PERI according to the cost.
- 10.2 The Buyer 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 also additional expenses for unforeseen difficulties that fall within the Buyer's area of responsibility. Insignificant additional expenses shall be disregarded.
- 11. Staff liability**
- PERI provides no warranty and accepts no liability with regard to culpable conduct on the part of persons provided by the Buyer. Such persons are vicarious agents of the Buyer.
- 12. Validity of the Terms of PERI for the sale and renting**
- Apart from these Special Terms, the Terms of PERI for the sale of formwork and scaffold (Clause B) and the Terms of PERI for the renting of formwork and scaffold apply to the use of pre-assembled special formwork products (Clause C).
- E. Special Terms of PERI for the formwork pre-assemblies in the plant**
- 1. Field of application and definitions**
- 1.1 The Special Terms of PERI for formwork pre-assemblies in the plant apply to pre-assemblies agreed between PERI and the Buyer which are not the formwork pre-assemblies as per Clause D. 2. These must be executed in the plant of PERI.
- 1.2 Unless otherwise agreed, the Customer is the "Buyer"
- 2. General performance description of the formwork pre-assembly in the plant**
- The object of formwork pre-assembly in the plant is the assembly of formworks in the PERI plant.
- 3. Pre-assembly plans**
- 3.1 Pre-assembly plans can be prepared by the Buyer or, if commissioned separately, by PERI. If pre-assembly plans are provided to PERI by the Buyer, then PERI executes the pre-assembly according to these plans. PERI does not review the pre-assembly plans of the Buyer and does not assume any liability for the correctness of the pre-assembly plans provided by the Buyer.

- If the pre-assembly plans are to be prepared by PERI as per the contract, then the regulations of Special Terms of engineering and structural calculation services (Clause F) apply.
- 3.2 If the formwork pre-assembly is to be executed in the plant as per the contract, then the Buyer receives the pre-assembly plans before the beginning of the pre-assembly insofar as PERI has been commissioned by the Buyer with the task of preparing the pre-assembly plans.
- 3.3 If the pre-assembly plans are to be prepared by the Buyer, then the Buyer'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.
- 4. Change in design**  
If the Buyer wants to change the pre-assembly plans prepared by PERI or if he orders the changes, then PERI must inform him immediately about the price change and postponement resulting from the same. The Buyer must immediately confirm the price changes and postponements as laid down in the preceding sentence in writing; otherwise PERI will execute the pre-assembly according to the original pre-assembly plans.
- 5. Execution of the pre-assembly**  
5.1 PERI is not liable for the execution of pre-assembly with respect to the use of the Buyer's material.  
5.2 Parts that are provided by the Buyer must be in a clean and functional condition. If this is not the case, then the Buyer must bear additional expenses required such as those for inspection and sorting.
- 6. Approval of the pre-assembly**  
6.1 The Buyer is obliged to accept the pre-assembly service as per the contract as soon as PERI reports the completion of a concluded pre-assembly. The buyer only has the right to refuse the acceptance in case of a major defect in the pre-assembly. The Buyer must accept the pre-assembly irrespective of the technical or official inspections which the Buyer performs together with a third party.  
6.2 By accepting the pre-assembly, the Buyer 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 by the Buyer 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 pre-assembly is not done as per the contract even after two attempts of repair work, then the Buyer can withdraw from the contract for provision of pre-assembly services. The Buyer is not entitled to further claims.  
6.5 If the acceptance of the pre-assembly service executed by PERI is delayed because of reasons for which the Buyer is responsible, and there is no major defect with respect to the pre-assembly carried out by PERI, then it is considered to be approved at the end of two weeks after PERI reported the completion of pre-assembly.
- 7. Delayed call off**  
7.1 If the Buyer 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, PERI shall be liable for compensation for intentional misconduct and gross negligence as per § 300 para. 1 BGB. The Buyer also has to bear the required additional expenses such as storage costs.
- 7.2 If the pre-assembled material is rented by the Buyer, then the rental period begins from the point of time at which the Buyer delays the acceptance.
- 7.3 Deteriorations of quality due to storage such as weathering influences are to be borne by the Buyer.
- 8. Liability**  
8.1 PERI shall be liable for damages, which PERI has culpably caused to the Buyer in accordance with the statutory provisions.  
8.2 The liability of PERI as per Clause E.8.1 is limited as follows: PERI shall be liable for damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence. The same applies to damages incurred by the Buyer due to gross negligence of corporate bodies, executives of PERI or vicarious agents of PERI. In addition, PERI shall be liable in cases of ordinary negligence for damages arising from injury to life, body or health, for damages arising from breach of a material contractual obligation (cardinal obligation); in this case PERI's liability shall be limited to compensation for foreseeable, typical damages.  
8.2.1  
8.2.2  
8.3 The liability limitations set out above shall not apply if PERI fraudulently concealed a defect, gave a guarantee as to the quality or is subject to mandatory liability pursuant to product liability law.  
8.4 Any further liability – irrespective of legal grounds – and also compensation for damages that is not based on the pre-assembly service of PERI, is excluded.  
8.5 To the extent that PERI's liability is excluded or limited, this shall also apply to the liability of PERI's legal representatives, employees and vicarious agents.  
8.6 This Clause 8 does not constitute a reversal of the burden of proof.
- 9. Deadlines and dates**  
9.1 If binding deadlines have been determined for the pre-assembly operations, then these only begin after the Buyer has fulfilled all its cooperation obligations.  
9.2 If the fixed dates are not met culpably by PERI, then the Buyer is obliged to set an appropriate grace period in writing that adequately enables PERI to subsequently fulfil its obligations under the contract.  
9.3 The Buyer can withdraw from the contract after the expiry of the grace period as per Clause E.9.2. Claims to compensation for damages caused by delay are excluded provided that they are not based on intentional misconduct or gross negligence.  
9.4 Subsequent change requests by the Buyer 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.
- 10. Payment and transfer**  
10.1 All prices should be paid plus statutory VAT.  
10.2 There are no discounts on the invoices.  
10.3 If the Buyer issues a SEPA business-to-business direct debit mandate, then 2 percent discount is allowed from the receipt of invoice.  
10.4 Cheques are accepted only on account of payment by PERI.  
10.5 Interest is charged for delay and calculated as per § 288 BGB.  
10.6 The Buyer shall not be entitled to any right of retention unless the counter-claim on which the right of retention is based has been finally determined in a binding legal ruling or acknowledged by PERI. In these cases, the Buyer can exercise the right of retention after expiry of one month after notification of assertion of the right of retention.

10.7 The Buyer may only assign claims against PERI, regardless of the type, to third parties with the written consent of PERI.

11. **Validity of the Terms of PERI for the sale and renting**  
Apart from this, the Terms of PERI for the sale of formwork and scaffold (Clause B) and the Terms of PERI for the renting of formwork and scaffold apply to the use of pre-assembled special formwork products (Clause C).

### F. Special Terms of PERI for engineering and structural calculation services

#### 1. Definitions

Unless agreed otherwise, the Customer is the "Buyer"

#### 2. 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:

##### 2.1 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 (Pre-assembly plans)

##### 2.2 Deployment planning:

Deployment planning is the preparation of all assembly plans required for the use of formwork and/or scaffold.

##### 2.3 Calculation of stability (static):

This concerns the preparation of all calculations necessary for the use of formwork and/or scaffold in order to build and use formworks and/or scaffold as per the static criteria. The static acceptance of the built formwork and/or scaffolds is not included in the calculation of stability.

#### 3. Engineering and structural calculation services in the field of application of the regulation about the fees for services of architects and engineers (HOAI)

In engineering and structural calculation services in the application area of HOAI, particularly § 67 HOAI, the minimum and maximum rates of HOAI are not to be reduced or exceeded.

#### 4. Buyer's obligations to cooperate

4.1 The Buyer must review the correctness of the assembly and pre-assembly plans for formwork and/or scaffold that are provided to him. The Buyer must return the assembly and pre-assembly plans to PERI immediately after reviewing and approving them.

4.2 The Buyer must inform PERI immediately in writing if it requires any changes in the assembly and pre-assembly plans for formwork and/or scaffold. In this notification, the Buyer must also inform PERI of the wanted 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 Buyer unless they are obviously not eligible for approval.

#### 5. Payment

The payment of engineering and structural calculation services is subject to the regulations in the contract.

#### 6. Liability

6.1 PERI is liable for damages that PERI has culpably caused to the Buyer in accordance with the statutory provisions.

6.2 Apart from this, PERI's liability is limited as follows: In any other case, PERI shall be liable for damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence. The same applies to damages that

incurred by the Buyer due to gross negligence of corporate bodies, executives of PERI or vicarious agents of PERI. In addition, PERI shall be liable in cases of ordinary negligence

6.2.1 for damages arising from injury to life, body or health,  
6.2.2 for damages arising from breach of a material contractual obligation (cardinal obligation); in this case PERI's liability shall be limited to compensation for foreseeable, typical damages.

6.3 The liability limitations set out above shall not apply if PERI fraudulently concealed a defect, gave a guarantee as to the quality or is subject to mandatory liability pursuant to product liability law.

6.5 Any further liability – irrespective of legal grounds – and compensation for damages that is not based on the engineering and structural calculation services of PERI, is excluded.

#### 7. Legal regulations

Apart from this, the legal regulations apply to the engineering and structural calculation services to be provided by PERI.

### G. Special Terms of PERI for briefing and plan comparison

#### 1. Definitions

Unless agreed otherwise, the Customer is the "Buyer"

#### 2. Performance description

Insofar as explicitly agreed in the contract, PERI undertakes to brief the employees appointed by the Buyer with regard to the use of formwork and/or scaffolding 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:

##### 2.1 Briefing:

2.1.1 PERI briefs the employees of the Buyer as to the proper and professional handling of formwork and/or scaffold as per the PERI assembly and use instructions (AuV). The assembly itself lies in the area of responsibility of the Buyer.  
2.1.2 The briefing does not replace the risk assessment and assembly instructions of the contractor as per the industrial safety regulation.

##### 2.2 Plan comparison:

2.2.1 PERI checks the conformity between the actual superstructure of the formwork and/or scaffold with the assembly plan within the framework of plan comparison. Here the supervisor appointed by PERI inspects the formwork and/or scaffold built by the Buyer by means of a random visual inspection for any apparent deviations from the assembly plan.  
2.2.2 The plan comparison does not replace the assembly instruction and/or the risk assessment of the company as per the industrial safety regulation.

#### 3. Responsibility of the supervisor

3.1 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.

3.2 The supervisor is not responsible for delivery schedules or for usage and functionality of formwork and/or scaffold material that is in the Buyer's possession or that is the property of Buyer.

#### 4. Working hours and remuneration

4.1 The working hours of PERI employees are determined by the collective pay agreements applicable to PERI. Working

- and travel periods are recorded on time sheets. Time sheets are signed by the Buyer.
- 4.2 The remuneration will be charged to the Buyer for the agreed hourly rates plus any supplements for overtime, night or shift operations, unless agreed otherwise. PERI will provide the list of hourly and overhead rates on demand to the Buyer free of charge.
- 4.3 The hourly rates do not include any daily allowances, costs for boarding and lodging, travel expenses and cost for the transportation of equipment and luggage.
- 5. Buyer's obligations to cooperate**
- 5.1 The Buyer must fulfil all the prerequisites that are necessary for the service of PERI. The Buyer must produce public law approvals for the construction of the formwork and scaffold.
- 5.2 The Buyer must appoint a responsible site coordinator and arrange for technically qualified staff to help the supervisor. The language of instruction is German, unless otherwise explicitly agreed in writing at the time the contract is concluded.
- 5.3 The Buyer must inspect the required constructional and static connections himself.
- 5.4 Cranes and lifting tools, forklifts and lifting tackle with adequate lifting power and operating staff (hereinafter "**site resources**") must be granted free of charge, if PERI notifies the Buyer about the need of such site resources. If the provision of site resources notified by PERI is delayed, and as a result, the briefing and plan comparison to be executed by PERI employees is postponed, then the Buyer must bear the costs for waiting periods caused by the delay.
- 5.5 Radio sets for communication with the crane driver are to be provided by the Buyer if required.
- 5.6 The Buyer must provide daytime accommodation, equipment containers, workplaces at the construction site, access routes and feeder tracks, crane and tools, and connections to water and power. If required, the Buyer must arrange for a power supply of 380/220 volts, including the power connection to the site, free of charge. The costs for the consumption and for measuring equipment or meters are borne by the Buyer.
- 5.7 The Buyer must ensure that trucks can be driven on the approach roads to the site. The Buyer is liable for any damage caused to the property of PERI due to insufficient expansion of the road to the construction site.
- 5.8 The Buyer must ensure sufficient illumination at the site. The Buyer bears the costs incurred with regard to illumination. If sufficient illumination is not provided, then PERI can arrange for lighting, and the costs of these lights and charges for use are to be borne by the Buyer. If sufficient illumination is not possible or unacceptable, then PERI can stop work at the site until sufficient lighting arrangements are made and PERI approves them. The Buyer is responsible for timely switching on and off of the lights or the switching on and shutting off of the lights.
- 5.9 The Buyer commits to provide the required changing rooms and toilets for PERI employees free of charge in accordance with the trade regulations for small sites.
- 6. Protocol**
- After briefing is completed by the supervisor, the site coordinator appointed by the Buyer as per Clause G.5.2 has 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.
- 7. Liability**
- 7.1 PERI shall be liable for damages that PERI has culpably caused to the Buyer in accordance with the statutory provisions.

- 7.2 PERI is not liable for damages that are caused by the Buyer through the assembly of formwork and/or scaffold executed by the Buyer.
- 7.3 Apart from this, PERI's liability is limited as follows: In any other case, PERI shall be liable for damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence. The same applies to damages that incurred to the Buyer due to gross negligence of corporate bodies, executives of PERI or vicarious agents of PERI. In addition, PERI shall be liable in cases of ordinary negligence
- 7.3.1 for damages arising from injury to life, body or health,
- 7.3.2 for damages arising from breach of a material contractual obligation (cardinal obligation); in this case PERI's liability shall be limited to compensation for foreseeable, typical damages.
- 7.4 PERI shall also be liable for damages to the Buyer arising from gross negligence on the part of PERI's corporate bodies or executives.
- 7.5 The limitations on liability set out above shall not apply if PERI fraudulently concealed a defect, gave a guarantee as to quality or is subject to mandatory liability pursuant to product liability law.
- 7.6 Any further liability, irrespective of the legal grounds, as well as the compensation for damages, which are not based on the briefing or the plan comparison by PERI, is excluded.
- 7.7 To the extent that PERI's liability is excluded or limited, this shall also apply to the liability of its legal representatives, employees and vicarious agents.
- 7.8 This Clause 7 does not constitute a reversal of the burden of proof.

## H. Special Terms of PERI for transport services

- 1. General information**
- 1.1 PERI provides transport services if requested by the Customer with regard to the Purchase item and/or the rental object.
- 1.2 Transport services can be agreed as additional services in the rental or Purchase Contract.
- 1.3 PERI does not provide the transport service itself. PERI hands over the purchase and rental objects to be transported by PERI to the shipping agent or the forwarder.
- 2. Transport**
- The transport of the purchase and/or rental object starts from the Weißenhorn plant, unless explicitly agreed otherwise in writing.
- 3. Passing of risk**
- Insofar as PERI takes over the transport of the purchase or rental object, PERI bears the risk of transport until the item is handed over to the Buyer or the Lessee.
- 4. Payment**
- Payment for the transport services is fixed as per the contractual agreements.
- 5. Validity of the General German Freight Forwarding Terms and Conditions (A D S p)**
- Apart from these Terms, the valid version of the **General German Freight Forwarding Terms and Conditions (A D S p)** applies to the execution of transport services. The General German Freight Forwarding Terms and Conditions are available on [www.adsp.de](http://www.adsp.de).

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