General Terms and Conditions

For Customers | Effective as of 01.12.2024

A. General PERI Terms and Conditions of business

1. Scope

1.1 The General PERI Terms and Conditions of business (hereinafter referred to as "**Terms**") apply exclusively in the business transactions of Peri Kalıp ve İskeleleri Sanayi ve Ticaret Limited Şirketi, having its registered office at Akçaburgaz Mh. 3069 Sokak No.23, 34522 Esenyurt / Istanbul, Türkiye, a material supplier of goods and not a subcontractor, (hereinafter referred to as "**PERI**") with the person or company who purchases goods or services from PERI as a sophisticated end user (hereinafter referred to as "**Customer**"). Customer agrees that PERI is a Turkish company with 100% foreign capital and PERI may conduct trade in accordance with rules applicable to its parent companies such as European Union regulations or other international rules.

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

1.3 In addition to these Terms, up-to-date prices lists, proforma invoices and technical drawings (if applicable) shall form part of the Contract and these Terms:

1.3.1 Applicable laws and regulations including but not limited to Turkish Code of Obligations numbered 6098.

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

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

Title to the relevant Special Terms sets out when they shall apply.

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

1.5 These Terms shall also apply to future similar legal transactions between PERI and the Customer.

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

2. Definitions

2.1 **Business Day** means a day other than a Saturday, Sunday, or public holiday at the registered Office of PERI.

2.2 **Other Formwork and Scaffolding Goods** Scrap materials, Third-Party Goods, Rental Object and other purchased items which the Customer has already purchased or rented from PERI in scope of previous contracts, between PERI and the Customer.

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

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

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

2.6 **Purchase Item** refers to the New or Used Goods contractually owed to be transported by PERI as per the Contract.

2.7 **Rental Object** refers to the new or Used Goods contractually owed by PERI as per the rental Contract as well as containers and packaging material. In the respective context, Rental Object could mean both the entire contractually owed performance as well as parts of the contractually owed performance.

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

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

2.10 Customer or representative, throughout these PERI general business terms and conditions, expressions such as customer and/or representative in matters such as delivery of goods and delivery note signature shall also and explicitly refer to both the customer himself/herself, his/her legal representative, if any, and the person notified to PERI by the customer that the goods will be delivered, even if he/she is not in the capacity of a representative.

3. Conclusion of Contract

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

3.2 The order of the goods and/or services by the Customer shall be deemed to be a binding offer directed towards the conclusion of a Contract with PERI.

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

3.4 If PERI accepts the offer by the Customer in accordance with Clause A.3.3 or if the Customer accepts the offer by PERI in which PERI has clearly stated that such offer is binding, within the period in accordance with Clause A.3.1, the respective contract between PERI and the Customer shall be deemed concluded ("**Contract**").

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

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

4. Payment terms

4.1 Unless payment in advance or otherwise agreed in the Contract, the price for goods and/or services shall be paid 21 (twenty-one) calendar days after receipt of an invoice issued by PERI. However, with respect to the rental payments, the rent and the side expenses shall be paid at the end of the related month unless payment in advance or otherwise agreed in the

Contract, without waiting for the issuance or receipt of the related month's invoice. Unless otherwise agreed, payments shall be made in Turkish Lira.

4.2 All prices are net prices and are to be paid plus statutory VAT. Any applicable stamp tax duty will be paid equally by PERI and the Customer, as each party shall be responsible from 50% of any occurred stamp tax.

4.3 There are no discounts on the invoices.

4.4 If the Customer does not object an invoice within eight (8) calendar days after its receipt, such invoice is deemed to be accepted.

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

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

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

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

5.2 During the period of default, the Customer shall pay default interest at the rate of advance interest declared by the Central Bank of Republic of Turkey for the relevant year, to PERI. Further claims for damages remain unaffected.

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

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

6. Assignment

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

7. Securities and contract performance guarantee

PERI is not obliged to assume warranty or contract performance securities and/or contract performance guarantees.

8. Storage of Personal Data

Parties may be data transferor or data transferee within the scope of the contractual relationship. Both parties shall comply with all applicable personal data protection regulations, including the Personal Data Protection Law numbered 6698. The data transferor party accepts and undertakes that it informs the data owners regarding the data processing activities, including the transfer of personal data to the data transferee, and obtains explicit consent from the data owner, when necessary under the law. The data transferee has the right to process and share personal data with third parties limited to the purposes of providing the services requested by the data transferor. Any processing or sharing of personal data outside this scope shall be subject to the prior written consent of the data transferor. The data transferee accepts and undertakes that its employees, subcontractor personnel and those who provide services under its control in other capacities will act in accordance with the obligations specified hereby, otherwise it is jointly and severally liable for any damages incurred. The data transferee is obliged to take all kinds of technical and administrative measures to ensure the security of personal data. The data transferee; in case of any personal data breach that may occur in the form of unauthorised destruction, loss, alteration, sharing or access of personal data, etc., it shall immediately notify the data transferor in writing as soon as it becomes aware of this situation and shall provide the necessary support to the data transferor in order to minimise any damage that may arise subsequently. If the personal data breach is notified to the personal data protection board by the data transferee, the relevant notification form will be shared with "PERI". In the event that the data transferor delays and/or fails to fulfil this obligation in any way, it will be obliged to compensate the damages that the data transferor may incur for this reason. The data transferee is obliged to duly answer the questions from the data transferor regarding the applications received from a judicial or administrative authority, the Personal Data Protection Authority or the data owner as soon as possible and within 15 days at the latest, and to perform the necessary cooperation and assistance in the process of answering the application upon the request of the data transferor. PERI stores personal data subject to personal data protection regulations. PERI reserves the right to store data from the contractual relationship with the Customer in accordance with the statutory provisions for the purpose of data processing and, insofar as it is necessary for the fulfilment of the Contract, to transmit such data to third parties (such as insurance companies).

9. Confidentiality

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

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

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

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

10. Applicable law

All legal relationships between PERI and the Customer shall be governed exclusively by Laws of Republic of Turkey, excluding the CISG [United Nations Convention on the International Sales of Goods] dated 11 April 1980.

11. Place of Jurisdiction and Performance

11.1 The exclusive place of jurisdiction for all disputes arising from or in connections with the contractual relationship shall be the applicable courts of Istanbul (Çağlayan) Courtrooms and Enforcement Offices.

11.2 Unless otherwise agreed, the place of performance shall be at PERI's business address.

12. Miscellaneous

To the extent that the applicable laws and regulations allows, the Customer may only set off or exercise a right of retention against claims of PERI if the Customer's counterclaim is undisputed, a legally binding title exists or the counterclaim is based on the same contractual relationship. If individual provisions of these Terms are or become invalid, this shall not affect the validity of the remaining provisions. In all other respects, the statutory regulations apply to all following services to be provided by PERI.

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

I. Special PERI Terms for the sale of New Goods

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

1. Dates and deadlines

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

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

1.3 Delivery periods shall not commence before the Customer has fulfilled its contractual and cooperation obligations, if any, has provided the necessary official certificates and permits and, if advance payment has been agreed, not before PERI has received the agreed payment.

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

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

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

2. Passing of risk, shipping

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

2.2 Partial deliveries on the part of PERI are permissible.

2.3 Only if explicitly agreed in an individual case that PERI takes over transportation of the Purchase Item, PERI shall bear the risk of conveyance until the Purchase Item has been handed over to the transport person. In such a scenario, the transport insurance liability will be on the customer.

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

2.5 The Customer shall bear the costs for shipping, freight, and packaging.

3. Handover

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

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

4. Acceptance

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

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

4.3 The Customer is in default of acceptance if it does not collect the Purchase Item on the bindingly agreed delivery date or, in the case of contractually agreed acceptance, does not accept it despite it being ready for acceptance. In the case of non-binding delivery periods or delivery dates, PERI may notify the Customer with a notice period of two weeks that the Purchase Items are ready for collection and/or, in the case of contractually agreed acceptance, for acceptance; if the Customer does not collect and/or accept the Purchase Items at the end of the notice period, it shall be in default of acceptance by the Customer spontaneously without any warning and notice.

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

5. Prices

5.1 The price of the Purchase Item results from Contract (Clause A.3.3). If the Purchase Item consists of several individual parts, then the total purchase price and the price to be referred for the settlement result from multiplying the quantity and the purchase price of the Purchase Item.

5.2 If, between the conclusion of the Contract and delivery, there are changes in costs for PERI, due to changes in material or raw material prices, collective wage agreements or other price changes of suppliers or exchange rate fluctuations for which neither party could not have been foreseen with sufficient certainty, PERI is entitled to adjust the agreed prices accordingly. A change

in price should be notified to the customer. If the overall price change is above 10%, customer can withdraw from the Contract in writing if it withdraws within two weeks after receipt of the notification of the price change.

6. Transfer of ownership

6.1 The Purchase Item remains the property of PERI until transfer of the possession of the Purchase Item.

6.2 If the purchase price has not been paid in full, the Customer shall not resell the reserved Purchase Items. The Customer can only resell such Purchase Items if PERI expressly agrees this with the Customer in writing.

6.3 The Customer cannot acquire ownership of the Purchase Item by replacing the handover by agreeing a legal relationship between PERI and the Customer by virtue of which the Customer obtains indirect possession unless this type of transfer of ownership has been expressly agreed in writing.

6.4 If a third party is in possession of the Purchase Item, the transfer of ownership may be replaced by PERI assigning to the Customer its claim for surrender of the Purchase Item against the third party; however, this only applies if the parties expressly agree this in writing.

7. Quality of the Purchase Item, specifications and application, guarantees

7.1 The quality of the Purchase Item shall be exclusively the specification, which is the subject of the individual Contract. It is the responsibility of the Customer as a sophisticated end user to check whether the Purchase Item is suitable for the purposes it wishes to use it for.

7.2 Information provided by PERI verbally, in writing and in any other form on the suitability, including application, processing and other use, is given to the best of its knowledge, but is only deemed to be nonbinding information and does not release the Customer from its own examination of the Purchase Item delivered by PERI for its suitability for the intended purposes. Application, processing and other use of the Purchase Item take place outside PERI's control and are therefore exclusively the Customer's responsibility, unless expressly stipulated otherwise. Deviations in weights, dimensions and other technical values which have no effect on the intended use are permissible and do not entitle the Customer to make a complaint.

7.3 The Purchase Item corresponds to the intended quality if, at the time of the transfer of risk, it complies with the technical specifications described in the instructions for assembly and use applicable to it.

7.4 Guarantees, in particular quality guarantees, shall only be binding on PERI to the extent that they (i) are contained in an offer or an order confirmation, (ii) are expressly designated as a "guarantee" or "quality guarantee" and (iii) expressly stipulate the obligations resulting for PERI from such a guarantee.

7.5 Except as set out in this Contract, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of our goods or services to be provided by PERI to the Customer are excluded to the fullest extent permitted by law.

8. Rights in case of defects

8.1 Complaints in respect of defects must be made in writing, stating the specific defect. Notices of defects due to incomplete delivery and other recognizable defects must be given to PERI in writing within two (2) days of the delivery at the latest; defects which can be determined with an ordinary inspection must be notified within eight (8) days of the delivery at the latest, hidden defects must be notified without delay, within a reasonable time period of their discovery. Acceptance and/or acceptance of the Purchase Item may not be refused due to minor defects. Warranty claims become statute-barred 24 months after transfer of risk (warranty period). Claims due to defects notified belatedly are excluded.

8.2 The costs of the inspection of the Purchase Items shall be borne by the Customer. Purchase Items notified as defective must be made available to PERI for inspection upon request.

8.3 The statutory provisions apply to the Customer's rights in the event of defects, unless otherwise stipulated below.

8.4 If the Purchase Item is defective, the Customer shall be entitled to choose one of the following remedies: (i) rescind from the contract and return the Purchase Item, (ii) keep the Purchase Item and request a reduction of the price, (iii) require the Purchase Item to be repaired free of charge, unless this would entail unreasonable expenses, and (iv) require the Purchase Item to be replaced with an identical one that is free of defects, if this is possible in the circumstances. . In the event of rectification, the remaining part of the warranty period shall commence with the return of the rectified Purchase Item. The same shall apply in the case of subsequent delivery.

8.5 In the event of subsequent delivery, the Customer must return the defective Purchase Item to PERI in accordance with the statutory provisions.

8.6 If the Customer has installed the defective Purchase Item in another item or attached it to another item in accordance with its type and intended use, PERI shall reimburse the Customer for the necessary expenses for removing the defective Purchase Item and installing or attaching the repaired or delivered non-defective Purchase Item in accordance with the statutory provisions within the scope of subsequent performance. Unless otherwise agreed, however, PERI is not obliged to remove the defective goods and to install or attach the repaired or delivered non-defective goods within the scope of subsequent performance.

8.7 Claims by the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses are increased due to subsequent transport of the Purchase Items to a place other than the agreed place of delivery; PERI is entitled to invoice the Customer for such additional costs.

9. Liability

9.1 PERI's liability is excluded if the Customer does not use the Purchase Item in accordance with the respective valid instructions for assembly and use provided by PERI and to the extent the damage is based thereon. Besides, PERI does not vouch for the compatibility and safety of third party components and accessories in connection with the Purchase Item.

9.2 PERI shall be liable for direct damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence and any other matters which cannot be legally limited.

9.3 The above limitations of liability shall not apply to any liability which cannot legally be limited, including liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) due to defects in respect of which PERI has assumed a guarantee for the quality of the Purchase Item (in this respect, the liability provision or limitation period resulting from the guarantee shall apply, if applicable).

9.4 Except in cases of intentional misconduct and gross negligence and any other matters which cannot be legally limited, PERI's total liability to the Customer shall not exceed the total charges of all sums paid by the Customer.

9.5 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.

9.6 This Clause B.I.9 does not constitute a reversal of the burden of proof.

9.7 The commercial books and records of PERI will be accepted as evidence and this Clause will be construed as an evidential contract between the parties.

10. Miscellaneous

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

II. Special conditions for used goods and/or rental purchase

1. Rental purchase

Insofar as PERI agrees with the Customer at the time of the conclusion of a rental Contract, during the period of a rental Contract or in connection with a rental Contract, that the Customer purchases the Rental Object wholly or partially (rental purchase), 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.

2. Defect claims

Insofar as the Customer purchases goods that were previously provided to it by PERI on the basis of a rental Contract, in whole or in part, this is the purchase of Used Goods. The purchase is made "as inspected".

Subject to Clause B.I.9, the sale of Used Goods by PERI excludes any defect claims and liability.

3. Application of the Special PERI Terms for the Purchase of New Goods

In all other respects, the Special Terms for the sale of New Goods (Clause B.I) shall apply accordingly.

4. Miscellaneous

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

C. Special Terms of PERI for renting of Formwork and Scaffold

1. Nature of the Rental Object

1.1 The Rental Object is usually previously Used Goods. The Customer has no claim to the receipt of New Goods. The Rental Object is handed over in a satisfactory and functional condition.

1.2 PERI shall not, other than in the exercise of its rights under this Contract or applicable law, interfere with the Customer's quiet possession of the Rental Object.

1.3 Any additional requirements for the Rental Object should be agreed in advance between PERI and the Customer in written form. It is the responsibility of the Customer to check the suitability of the Rental Object for a specific purpose. In particular, PERI does not make any guarantee or promise that the Rental Object is suitable or complete for its planned use, that it complies with relevant safety regulations, or whether the Rental Object fulfils the requirements of any eventual safety and health plan of the Customer.

2. Calculation and assignment

2.1 The agreed rent applies for the minimum rental period as per Clause C.7.1.

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

2.3 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**").

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

2.5 The beginning and end of the rental period are regulated in Clause C.7.

2.6 The rent specified in the Contract are valid for a maximum period of 12 (twelve) months from the date of the Contract, even if the rental period is longer. At the end of 12 (twelve) months, if the rental period is actually continuing, the new rent will be re-determined according to the relevant clause in the rental agreement contract.

2.7 Unless otherwise agreed, rental invoices are generated at the end of a calendar month either for the past calendar month or for the past 30 (thirty) calendar days.

3. Transfer/inspection of the Rental Object

3.1 Unless otherwise agreed in the Contract, the Rental Object is provided for pick-up in multiple parts at the Customer's request. Unless otherwise agreed in the Contract, the Customer must notify PERI of his intention to pick-up at least 15 (fifteen) calendar days before the intended pick-up day.

3.2 PERI provides the Rental Object for pick-up by the Customer in the warehouse agreed in the Contract. The Customer accepts and declares in advance that PERI may deliver the Rental Object from any warehouse in Turkey and/or deliver some of them from one warehouse and some of them from another warehouse according to the stock status of PERI.

3.3 PERI adds a delivery note in duplicate to the delivery. The number and product type of the shipped parts of the Rental Object are specified on the delivery note with the consignment. After transfer of the Rental Object to the Customer, the Customer must inspect the Rental Object immediately for conformity with the specifications in the delivery note, completeness and functionality.

3.4 The delivery note must be signed by the Customer or a representative of the Customer at the time the Rental Object is transferred to the Customer or person on behalf of the customer who is also specified in the rental agreement contract. With signing of the of the delivery note by the Customer or its representatives, PERI will be accepted that it has fulfilled its obligations regarding the delivery, which are specified in Article 299 and Article 301 of the Turkish Code of Obligations numbered 6098.

3.5 The Rental Object must be accepted by the Customer unless there is a major defect.

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

3.7 Missing or defective parts should be immediately notified to PERI in writing. If the Customer omits to notify PERI, then the delivery is considered accepted unless there is a defect that was not identifiable during the inspection. This does not apply to cases in which partial performance is indicated and provided by PERI.

3.8 If any defect was not identifiable at the time of the handover and is identified only later, then the Customer must notify PERI of the defect immediately after it is detected; the notification shall be made in text form (letter, fax, e-mail).

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

4.1 If the Customer himself or a carrier or forwarder representing the Customer performs the transport of the Rental Object, then the Customer is responsible for the transport risk from the time of transfer of the Rental Object to the carrier or forwarder or to the Customer himself. This applies regardless of whether PERI has organized the transport for the Customer.

4.2 The Customer shall bear the shipping costs, freight costs, packaging costs and, if applicable, tolls and unloading costs.

5. Use of the Rental Object

5.1 The Customer shall not take the Rental Objects, partially or completely, out of the construction site indicated in the Contract and shall not use them outside the construction site, and PERI does not consent as per Article 321 of the Turkish Code of Obligations numbered 6098, any innovation or change to be made on the Rental Objects. Otherwise,

such action will be deemed as a breach of the obligation regulated in Article 316 of the Turkish Code of Obligations numbered 6098.

5.2 While using the Rental Object, the Customer must observe the regulations stated in the assembly and use instructions as well as the current applicable versions of work safety laws. The assembly and use instructions are provided to the Customer together with the Rental Object free of charge.

5.3 The Customer bears the risk of using the Rental Object with its own parts or the parts of another manufacturer.

5.4 As per Article 317 of the Turkish Code of Obligations numbered 6098, the Customer is responsible for the correct and proper storage, intermediate and final cleaning, maintenance of Formwork shell. Additionally, The Customer is responsible from the use of release agents and compliance with instructions from the assembly and use instructions provided, product posters and operating instructions (including those for accessories).

5.5 The Customer is obliged to handle the Rental Object carefully and appropriately and to undertake the necessary measures so that the usability of the Rental Object are not reduced.

5.6 The duty of maintenance and repair during the rental period shall be borne by the Customer insofar as corresponding damage is attributable to the rental use or the Customer's sphere of risk. Damage to the Rental Object due to improper use shall be compensated in accordance with the statutory regulations.

5.7 If the Rental Object consists of a Scaffold, then the following applies to use of the Rental Object in addition to Clauses C.5.1 - C.5.5: The Scaffolds may be used only in accordance with the assembly and use instructions as well as the relevant industry standards and laws, including Law on Occupational Health and Safety numbered 6331 and Regulation on Occupational Health and Safety Services. Noncompliance will release PERI from responsibility for any damages arising from such misuse.

5.8 The Customer must continuously monitor the Rental Object at the place of use and discard defective parts, particularly parts that do not correspond to the requirements of the assembly and use instructions.

5.9 The Customer must carefully safeguard and protect the Rental Object against theft. In case of theft, embezzlement or any other illegal misplacement, the Customer 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 Customer shall file a police report and lodge a complaint regarding all potential offences involved as soon as signs of any criminal offence regarding the Rental Object are noticed or the Customer presumes the same. A copy of the police report should be sent immediately to PERI after the submission of the report.

5.10 The Customer must ensure that the Rental Object is protected against damage by fire, water and weather.

6. Deadlines and dates

6.1 Delivery deadlines or other dates are only binding for PERI if they are explicitly marked in the Contract as “binding”.

6.2 Delivery periods begin only after the details of the execution are clarified. Compliance with agreed-upon delivery periods assumes the fulfilment of all relevant necessary contractual and cooperation obligations of the Customer.

6.3 A reasonable time period after a non-binding deadline has been exceeded, the Customer can request PERI in written form specified in Article 18 of the Turkish Commercial Code to deliver within a reasonable grace period. PERI is only in default upon receipt of this request. If PERI is in default with the performance, the Customer may only withdraw from the Contract after the grace period has expired.

6.4 The delivery obligations are subject to the provision that PERI itself is supplied properly and in a timely manner, unless PERI is responsible for the incorrect or late delivery to itself.

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

6.6 In the event of slight negligence, any damage caused by delay shall be limited to 0.5% of the contractual price of the overdue performance for each full week of delay, but not more than 5% of the contractual price. PERI shall be entitled to prove that the Customer has suffered no damage at all or only significantly less damage than the afore mentioned lump sum. Contractual price shall be the rental price for three months or - if this is shorter - the fixed rental period agreed with the Customer. Apart from this, the general limitations of liability in Clause C.16 apply.

7. Rental duration

7.1 The minimum rental duration is one month, which is calculated with 30 (thirty) calendar days.

7.2 The rental period for each Rental Object begins with the day on which the Rental Object leaves the warehouse of PERI. The rental period for each Rental Object ends when the Rental Object re-enters the contractually agreed rental warehouse of PERI or, if a rental period has been agreed, on the date of expiry of such rental period. In case of an agreed rental period, the delayed return of the Rental Object does not extend the Contract and the rental period. If no rental warehouse was determined in the rental Contract, then the rental warehouse is the warehouse that lies closest to the construction site to which the Rental Object was delivered.

7.3 Since the Customer is responsible for the transport of the Rental Object if the pick-up of the Rental Object is carried out later than the day agreed in the Contract due to reasons for which the Customer is responsible, then the day on which PERI was ready to dispatch the Rental Object is considered the beginning of the rental period.

7.4 Customer shall bear the risks of using rented material. PERI does not grant suspension or reductions of rent for holidays, bad weather or technical downtimes. PERI's legal liability for breaches of duty hereby remains unaffected.

8. Defect claims

8.1 The Customer must notify PERI immediately of any defects in the Rental Object.

8.2 PERI is only liable for initial defects and the defects arisen after the delivery if these have arisen due to a circumstance for which PERI is responsible.

8.3 If there is a defect in the Rental Object which renders it unsuitable for the use stipulated in the Contract, Customer shall be entitled to choose one of the following remedies: (i) to request the defect to be remedied by PERI; (ii) to request a reduction of the price; or (iii) to request the damages to be compensated. PERI is entitled, at its own discretion, to remedy the defect by delivering a new Rental Object that is free from defect. In this case, the delivery of the new Rental Object and the collection of the defective Rental Object shall be at PERI's expense.

8.4 The Customer's claims for defects are excluded insofar as and as long as PERI is prevented from inspecting alleged defects or the evidence requested by PERI is not made available without delay to an extent that enables PERI to inspect and verify the defect; in this case, it is sufficient if the defective good is made available to PERI and the defect and its cause can be deduced from it.

8.5 Except in cases of imminent danger and if PERI is in default of the performance of the warranty obligations, the Customer may only remedy defects itself or have them remedied by notifying PERI in written. In this respect, PERI shall bear the costs, except that the Customer does not comply with the duty of care in terms of the cost burden, while remedying the defects or have them remedied by a third party. In such case, PERI shall only bear the cost, as much as an ordinary remedy would cost.

8.6 In deviation from Clause C.16 damage compensation claims or selfrepair and compensation of required expenses are excluded if PERI is not guilty of intentional misconduct or gross negligence.

9. Signage and advertising

9.1 PERI is entitled to affix advertisements for its company and products on banners, signs, posters and similar items in a size determined by PERI at a visible place on the Rental Object. The Rental Object's working capabilities should not be affected thereby to the disadvantage of the Customer.

9.2 PERI is entitled to photograph the jobsites where PERI materials are being used and to use them in PERI advertisements, along with the name of the Customer, in any form, such as catalogues, prospectuses, on reference lists, on its online homepages, socialMedia platforms and similar locations as long as there is a written approval from the customer. If the builder or architect is entitled to a copyright to the object, the Customer tries to facilitate, at the request of PERI, that PERI obtains the usage rights in question from the Customer's client.

9.3 The Customer must ensure that the advertisement affixed by PERI is not damaged or misplaced.

9.4 Placing advertisements of the Customer, the Customer's client or a third party on the Rental Object requires PERI's prior consent, insofar as such affixing requires an intervention in the substance of the Rental Object. The advertisement of the Customer should not, in any case, completely or partially hide or cover the advertisement by PERI.

10. Subleasing, lending and Transfer of the Rental Object

10.1 The Customer is not entitled to sublease or lend the Rental Object or parts of the Rental Object to a third party or to transfer possession of the Rental Object or parts of the Rental Object in any other way to third parties (hereinafter "**Transfer of Rental Object**"). Any Transfer of the Rental Object requires the prior written consent of PERI. The use of the Rental Object by one of the subcontractors of the Customer that is active on the construction site agreed upon in the rental Contract may not require approval within the meaning of the preceding sentence, provided that the Rental Object is used by the subcontractors exclusively on the construction site agreed upon in the rental Contract.

10.2 The Customer hereby assigns all claims of the Customer against a third party from the Transfer of the Rental Object to PERI, and PERI accepts the assignment. The Customer hereby assigns receivables of the Customer arising against the third party via dispositions of the Rental Object or parts of the Rental Object to PERI, and PERI accepts the assignment.

10.3 The Customer shall inform PERI immediately if the Rental Object or parts of the Rental Object are seized or affected in any other way. The Customer must also inform PERI without delay of any applications for compulsory auctions and compulsory administration with regard to the property on which the Rental Object is located or associated buildings or facilities.

10.4 The Customer is not entitled to transfer or relocate the Rental Object or parts of the Rental Object to a location other than the one mentioned in the rental Contract, unless PERI has previously provided its written consent for this. If the preceding provision is violated, PERI reserves the right to claim the relevant damages.

11. Return Delivery

11.1 The return delivery of the Rental Object ("**Return Delivery**") is carried out by the Customer himself, unless otherwise explicitly agreed in writing at the time of the conclusion of the Contract.

11.2 Return Deliveries are carried out at the cost and risk of the Customer during the working hours of PERI between 8.30h and 16.00h on Business Days. Accordingly, vehicles for Return Delivery arriving after 16.00h will not be unloaded by PERI and will not be accepted to enter the PERI warehouse. The unloading and collection of Rented Objects from the vehicle will be made by PERI between the above-mentioned hours on the first Business Day following this date, and the Customer agrees that this period or time will be added to the rental period. The Customer is obliged to notify PERI in writing of the day and time of dispatch at least two (2) Business Days before delivery of the Rental Objects.

11.3 PERI can, if agreed explicitly, arrange transport for the Customer and commission a transport company for this purpose. If the transport company takes over the return transport, then the Customer shall bear the transport risk.

11.4 If PERI undertakes the return transport of Rental Object as an ancillary service (Clauses F), then PERI only assigns its claims for damages resulting from the return of the Rental Object against the carrier or forwarder to the Customer. In all other respects, PERI shall be only liable in accordance with Clause C.16.

11.5 PERI can determine the type of shipment and the packaging for Return Delivery. At the time of the Return Delivery, the packaging materials delivered by PERI (mesh boxes, Euro palettes etc.) should be used and returned. If the Customer does not return these packaging materials, it will be responsible for the relevant damages. If there is no stock area at the construction site of the Customer for the storage of packaging materials, the Customer shall return the packaging materials to PERI and re-request for return delivery at the end of the rental period. In such a case, the Customer bears the risk of transport and damage as well as the transport costs in connection with the packaging materials.

11.6 Return Deliveries must be made to the PERI rental warehouse mentioned in the Contract (hereinafter referred to as "**Place of Return Delivery**"), unless otherwise specified explicitly.

11.7 If the Rental Object is returned, at PERI's request, to a site other than the Place of Return Delivery, then PERI bears any eventual incurred additional transport costs.

11.8 Transport insurances are concluded only at the explicit desire and cost of the Customer.

11.9 The Customer must return the rental material in its complete, original technical condition without any other damage apart from the normal wear and tear, in a cleaned and reusable condition, dismantled, bundled according to dimensions, palletised and arranged properly for unloading with a forklift.

11.10 Mechanical parts like spindles or screws that are greased by PERI before handover must be greased again before these are returned.

11.11 The Customer should immediately notify PERI about parts of the Rental Object that are lost or have become useless or damaged during the rental period due to use by the Customer as soon as the knowledge about the same is obtained. Those parts of the Rental Object that can no longer be repaired, even after reasonable expense, are considered useless. In addition, the Customer must bear the cost for the disposal of useless parts of the Rental Object.

11.12 The Customer must ensure that rented objects of the same type are not mixed. If rental, purchase and other objects are mixed, the Customer must indicate, which are Rental Objects, which are Purchase Items and which are other objects. In case of doubt, PERI has the right to distinguish those objects that are to be regarded as Rental Objects from the mixed properties

as per its choice and can demand the return of such Rental Objects at the end of the rental relationship.

11.13 The Customer must complete the Return Delivery note provided by PERI regarding the Return Deliveries of the Customer. The number and article description of the parts of Return Delivery sent with a consignment must be listed by the Customer on the Return Delivery note. The Return Delivery note must be handed over to PERI at the latest with the return of the Rental Object, and it must be signed by the Customer.

12. Return Delivery check

12.1 After the delivery of the Rental Object to the Place of Return Delivery or another unloading site agreed between the Customer and PERI, the Rental Object is counted and it is verified as to whether it corresponds to the Return Delivery conditions mentioned in Clauses C.11.9 and C.11.10 and to the specifications in the Return Delivery note (hereinafter referred to as "**Return Delivery Inspection**"). Insofar as the normal course of business permits, the Return Delivery Inspection is performed immediately after receiving the Return Delivery.

12.2 If the Customer himself or a representative appointed by him is present at the time of the Return Delivery Inspection, then a protocol about the Return Delivery Inspection is prepared. Customer and PERI are to sign the protocol. In case of differences of opinion about the results of the Return Delivery Inspection, the same must be noted in the protocol.

12.3 If the Customer himself or a representative appointed by him is not present at the time of the Return Delivery Inspection, then PERI prepares a written report about the Return Delivery Inspection. The Customer has the right to prove that the report prepared by PERI is wrong within eight (8) calendar days.

12.4 If the Return Delivery Inspection cannot be performed immediately after receiving the Return Delivery due to time constraints or other reasons, then PERI has the right to perform this Return Delivery Inspection at a later time ("**Subsequent Return Delivery Inspection**"). In this case, PERI will document the Return Delivery and prepare a Return Delivery note about the Subsequent Return Delivery Inspection and send it to the Customer. At the request of the Customer, PERI will inform the Customer in advance of the date of the Subsequent Return Delivery Inspection.

12.5 If the returned Rental Object is determined as non-criteria (damaged) during the Return Delivery Inspection, PERI may invoice the Customer the list price for new items, but only within thirty (30) calendar days after the performance of the Return Delivery Inspection.

13. Pick-up

13.1 If the Return Delivery pick-up by PERI has been exceptionally agreed, then the Customer must agree with PERI on the exact handover time three Business Days prior to the pick-up of the Rental Object.

13.2 If the Customer cannot arrange the pick-up due to circumstances for which the Customer is responsible, then the rental period is extended correspondingly. In this case, the Customer must bear the cost of the repeated transport.

13.3 If the Rental Object is not picked up by PERI on the agreed day and at the agreed time, then the Customer can immediately demand the pick-up again by phone or in writing.

13.4 PERI shall give notice of the pick-up of the Rental Object in good time. At the time of pick-up by PERI, the Rental Object should be as defined in C.11.8 and C.11.9. It must be loaded carefully at the expense of the Customer. Otherwise, PERI will separately calculate corresponding mandatory waiting periods. If the pick-up is delayed by more than two hours due to reasons for which the Customer is responsible, then PERI will be separately compensated for the waiting periods exceeding two hours.

14. Non-return

For the Rental Objects that the Customer does not return, PERI may (i) request the delivery of the Rental Objects by filing a lawsuit requesting the return, delivery and reclamation of the Rental Objects, or (ii) invoice the Customer the list price for new items.

15. Premature termination of contract

15.1 PERI is entitled to prematurely terminate the rental Contract and all other existing Contracts without notice and to exercise its right to reclaim and pick up the Rental Object if

- the Customer culpably fails to fulfil its obligation to pick-up the Rental Objects for 30 (thirty) calendar days;
- the Customer is in delay with at least two monthly rentals in whole or in part and in doing so with at least 10% of the total amount of the rent payments agreed for the rental period;
- a bill of exchange or cheque of the Customer is disputed by the Customer or a third party and PERI has unsuccessfully set the latter a two-week deadline for payment of the amount in delay;
- a decision is rendered by the authorized court ruling that the Customer became insolvent and the deposit payment for the remaining rent payments is not performed after PERI's request; or
- the Rental Object is not used or maintained appropriately or in accordance with PERI's assembly and use instructions despite reminders being issued. In addition, no warning is required for grossly careless handling.

Even during the term of a fixed-term contract, PERI may terminate the Contact by using its rights under Articles 315, 316, 327, 330 332, 333 of the Turkish Code of Obligations numbered 6098, in a way of complying the procedures and periods specified in the law, provided that the envisaged conditions for termination are met.

15.2 PERI is explicitly entitled to enter the construction site to pick-up the Rental Object in the situations identified in Clause C.15.1.

15.3 The Customer bears the costs incurred by PERI due to withdrawal of the Rental Object as a result of termination as per Clauses C.15.1.

15.4 After termination without notice, PERI has the right to demand compensation for damages in addition to the remaining rent.

15.5 For the case of termination, the further use of the Rental Object is already objected at the time of conclusion of the Contract. If the Customer continues to use the Rented Object after the expiry of the rental period, the Contract shall not be deemed to have been extended.

16. Liability on the part of PERI

16.1 PERI is excluded from liability when the Customer does not use the Rental Object in accordance with the respectively valid instructions for assembly and use provided by PERI to the extent the damage is based thereon.

16.2 PERI shall be liable for damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence and any other matters which cannot be legally limited.

16.3 The above limitations of liability shall not apply to any liability which cannot be legally limited including liability for: (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation and, (iii) due to defects in respect of which PERI has assumed a guarantee for the quality of the Rental Object (in this respect, the liability provision or limitation period resulting from the guarantee shall apply, if applicable).

16.4 Except in cases of intentional misconduct and gross negligence and any other matters which cannot be legally limited, PERI's total liability to the Customer shall not exceed the total charges of all sums paid by the Customer.

16.5 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.

16.6 This Clause C.16 does not constitute a reversal of the burden of proof.

17. Customer's liability

17.1 The Customer is not authorised to use the Rental Object after the expiry of the rental period. If the Customer continues to use the Rental Object, then PERI has the right to claim compensation from the Customer for damages and use.

17.2 The Customer is liable to PERI for damages in accordance with the statutory provisions if Customer does not return the Rental Object at the end of the rental Contract or does not return the Rental Object in the condition described in Clause C.11.9 and C.11.10, unless the Customer is not responsible for this.

17.3 Insofar as the Customer must pay compensation for damages to PERI due to non-return, total damage, uselessness or loss of the Rental Object, the damage is calculated as per the original value of the Rental Object according to PERI's price list of rent applicable at the time of the conclusion of the Contract, deducting a reasonable used parts discount for depreciation of value.

17.4 Insofar as the Customer must pay compensation to PERI as a result of damage to the Rental Object, PERI can claim compensation for repair costs of up to 100% of the original value of the Rental Object as laid down in the PERI rental price list, which applies at the time of conclusion of the Contract.

17.5 The Customer is obliged to take out adequate insurance coverage that will cover the complete value of the Rental Object. It must at least cover risks such as theft, damages by fire and water, damages caused by adverse weather conditions and damages due to operational interruptions resulting from the same.

17.6 The Customer is obliged to assign its claims against the insurer to PERI upon request in cases of damage.

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

18. Miscellaneous

The commercial books and records of PERI will be accepted as evidence and this clause will be construed as an evidential contract between the parties.

The Customer agrees and undertakes that the notifications to be made to its e-mail address, of which the PERI is informed, will be deemed as valid notification.

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

D. Special Terms of PERI for engineering and Design calculation services

1. General performance description of engineering and design calculation services

The following services can be the object of engineering and design calculation services that are to be implemented by PERI:

1.1 Pre-assembly planning:

Pre-assembly planning is the preparation of all joining plans necessary for the use of Formwork and/or Scaffold for the preassembly of Formwork and Scaffold (hereinafter referred to as "**PreAssembly Plans**").

1.2 Deployment planning:

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

1.3 Calculation of stability:

Calculation of stability concerns the preparation of all calculations necessary for the use of Formwork and/or Scaffold in order to build and use Formwork and/or Scaffold as per the static criteria. The static acceptance of the built Formwork and/ or Scaffold is not included in the calculation of stability.

2. Engineering and design calculation services in the field of application of the regulation about the fees for services of architects and engineers' fees

Industry standard fees (if any) for services of architects and engineers are not to be reduced or exceeded.

3. Customer's obligations to cooperate

3.1 The Customer must review the correctness of the assembly and PreAssembly Plans with regard to the specific project for obvious incorrectness. The Customer must return the assembly and PreAssembly Plans to PERI immediately after reviewing and approving them.

3.2 The Customer must inform PERI immediately in writing if it requires any changes in the assembly and Pre-Assembly Plans for Formwork and/or Scaffold with regard to the specific project. In this notification, the Customer must also inform PERI of the desired changes. In the event of a delay of more than one week in sending the notification after receiving the assembly and Pre-Assembly Plans, the plans are considered to be approved by the Customer unless they are obviously not eligible for approval.

4. Price

The price of engineering and design calculation services is subject to the regulations in the Contract.

5. Liability

5.1 PERI shall be liable for only direct damages – regardless of the legal grounds – solely in cases of intentional misconduct and gross negligence and any other matters which cannot be legally limited.

5.2 The above limitations of liability shall not apply to any liability which cannot be legally limited including liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; and (iii) due to defects in respect of which PERI has assumed a guarantee for the quality of the engineering and design calculation services results (in this respect, the liability provision or limitation period resulting from the guarantee shall apply, if applicable).

5.3 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.

5.4 Except in cases of intentional misconduct and gross negligence and any other matters which cannot be legally limited, PERI's total liability to the Customer shall not exceed the total charges of all sums paid by the Customer.

5.5 This Clause D.5 does not constitute a reversal of the burden of proof.

5.6 Customer accepts and undertakes that PERI does not have any responsibility, to extent that the law allows, for any damage or loss that may occur to third parties, whether it poses a security risk or not due to the provision of this service and the work done/performed.

6. Rights to results of work

6.1 Customer may only use the results of the engineering and design calculation services of PERI for the contractually agreed purposes and may not publish them without the express prior consent of PERI. The publication shall always mention the name PERI; any change to the original documents from PERI shall require the express prior written consent. Disclosure of the results of the services to third parties shall likewise require the express prior written consent of PERI.

6.2 To the extent that the results of the services of PERI are copyrightable, PERI shall be entitled to the copyright. In these cases, Customer shall receive, in the context of Clause 6.1 above, the irrevocable, exclusive and non-transferable right to use these results, unlimited with respect to time. PERI reserves the right to use the results of its services.

7. Miscellaneous

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

E. Special Terms of PERI for briefing and plan comparison

1. Performance description

Insofar as explicitly agreed in the Contract, PERI undertakes to brief the employees appointed by the Customer with regard to the use of Formwork and/or Scaffold material delivered by PERI and undertakes the plan comparison by a supervisor. PERI provides the following services with respect to the briefing or plan comparison:

1.1 Briefing:

1.1.1 PERI briefs the employees of the Customer as to the proper and professional handling of Formwork and/or Scaffold as per the PERI assembly and use instructions. The assembly itself lies in the area of responsibility of the Customer as sophisticated end user.

1.1.2 The briefing does not replace the risk assessment and assembly instructions of the Customer as per the industrial safety regulation.

1.2 Plan comparison:

1.2.1 PERI checks the conformity between the actual super-structure 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 Customer by means of a random visual inspection for any apparent deviations from the assembly plan.

1.2.2 The plan comparison does not replace the assembly instruction and/or the risk assessment of the Customer as per the industrial safety regulation.

1.3 The Customer must fulfil all the prerequisites that are necessary for the service of PERI. The Customer must produce public law approvals for the construction of the Formwork and Scaffold.

2. Responsibility of the supervisor

2.1 The supervisor does not have authority to give instructions to site staff. Thus, he is not responsible for the compliance with work safety regulations and safety relevant requirements and crane and forklift use.

2.2 The supervisor is not responsible for delivery schedules or for usage and functionality of Formwork and/or Scaffold material that is in the Customer's possession or that is the property of Customer.

3. Working hours, remuneration

3.1 Unless otherwise specified in the contract, the determinations made herein shall be valid.

3.2 The working hours of PERI Employees (as defined under F.I.4.2) are determined by the collective pay agreements applicable to PERI (if any). Working and travel periods are recorded on time sheets. Time sheets are signed by the Customer.

3.3 The remuneration will be charged to the Customer 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 Customer free of charge.

3.4 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.

4. Protocol

After briefing is completed by the supervisor, the site manager appointed by the Customer as per Clause F.I.4.1 is obliged to sign the briefing protocol and thus, confirm the proper and complete fulfilment of the briefing obligation and also confirm the handover of any documents.

5. Liability

5.1 PERI is not liable for damages that are caused by the Customer through the assembly of Formwork and/or Scaffold executed by the Customer to the extent the damage is based thereon.

5.2 PERI shall be liable for direct damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence.

5.3 The above limitations of liability shall not apply to any liability which cannot be legally limited including liability: (i) for death or personal injury caused by negligence; (ii) for fraud or fraudulent misrepresentation; (iii) due to defects in respect of which PERI has assumed a guarantee for the quality of the briefing or the plan comparison results (in this respect, the liability provision or limitation period resulting from the guarantee shall apply, if applicable).

5.4 Except in cases of intentional misconduct and gross negligence and any other matters which cannot be legally limited, PERI's total liability to the Customer shall not exceed the total charges of all sums paid by the Customer.

5.5 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.

5.6 This Clause E.5 does not constitute a reversal of the burden of proof.

6. Rights to results of work

The provisions of the Terms pursuant to Clause D.6 shall apply accordingly.

7. Miscellaneous

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

F. Special Terms of PERI for ancillary services

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

1. General and terminology

1.1 PERI shall not be liable for any pre-assembly, assembly or any implementation that may mean this unless expressly and separately stated in the contract to be made between the parties. If it is determined in the contract that this service will be provided, the PERI Special Conditions article shall apply to these Ancillary Services.

1.2 Certain products of PERI such as, climbing formwork or railcars for tunnel formworks, can be delivered in individual parts or prepared for use. If the Customer agrees with PERI on pre-assembly (hereinafter referred to as "**Formwork Pre-Assembly**"), then the following conditions apply.

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

1.4 The Customer must obtain all approvals and permissions required for the Formwork Pre-Assembly in good time before the beginning of Formwork Pre-Assembly agreed with PERI.

2. General performance description for special Formwork PreAssembly

2.1 The object of Formwork Pre-Assembly is to assemble special formwork products such as support structures, climbing systems, tunnel formwork carriages, work and safety scaffolds, supporting
frames and special form- works, which are generally delivered to the construction site in individual parts and must be assembled before use. Formwork Pre-Assemblies also cover the reconstruction and dismantling of the special formwork products mentioned in the preceding sentence insofar as this is agreed between PERI and the Customer.

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

2.3 Insofar as PERI is commissioned to execute the Formwork PreAssembly, PERI will give the assembly plans to the Customer within a reasonable period before the beginning of assembly operations. The assembly plans must be

prepared in accordance with the approved standards of technology. The Customer must check the correctness of the assembly plans within a reasonable period of time from receipt. He must countersign these plans immediately after reviewing them and return them to PERI as a sign of approval. PERI should be informed in writing immediately if certain changes are required in the assembly plans. If the Customer sends neither the countersigned plans nor the information about change requirements to PERI within a reasonable period, even after PERI issues a written demand, then the plans are considered as approved unless they are not eligible for approval.

2.4 PERI does not perform any construction services.

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

3. Deadlines and dates

3.1 If binding deadlines have been determined for Formwork Pre-Assembly operations in writing, then they only start after the Customer has fulfilled all his cooperation obligations.

3.2 If PERI does not meet the deadlines, then the Customer must first set out an appropriate grace period. Claims for compensation for damages caused by delay shall be determined in accordance with Clause F.I.7.

3.3 If the Customer requests changes on the special formwork products, which are to be pre-assembled by PERI in terms of Clause F.I.2.1 (hereinafter referred to as "**Subsequent Change Requests of the Customer**"), then these Subsequent Change Requests of the Customer are executed by PERI to the extent they are possible and reasonable at the cost of the Customer.

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

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

3.6 In case of delays or interruptions during the Formwork Pre-Assembly for which the Customer is responsible, all the postponement of deadlines and extra costs, particularly the costs for waiting periods and additional travel and accommodation costs, are to be borne by the Customer.

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

4. Work safety and accident prevention

4.1 Immediately after placing an order, the Customer must appoint a responsible site manager, safety and health coordinator and safety expert.

4.2 After the order is placed by the Customer and before the beginning of pre-assembly, the Customer briefs the persons, who are executing the Formwork Pre-Assembly works at the construction site (hereinafter referred to as "**PERI Employees**") about the local surroundings and the safety and health plan and shares information about emergency exits, first aid and fire protection devices and also special potential hazards of the construction site.

4.3 The Customer provides and installs required fall protection devices and support devices at own expense and risk at all workplaces and traffic routes on which services are carried out by PERI.

4.4 Tests according to guidance issued by the Health and Safety Executive are to be executed by the Customer at its expense.

4.5 Unless agreed otherwise, the Customer bears the cost for the measures that are required to protect persons and material at the preassembly location.

5. Approval of special Formwork Pre-Assembly, defects and beginning of the rental period

5.1 The Customer or a representative of the Customer is obliged to accept the Formwork Pre-Assembly service as per the Contract as soon as PERI reports the completion of the concluded pre-assembly without delay. Acceptance and/or acceptance of the Formwork Pre-Assembly may not be refused due to minor defects. The Customer must accept the Formwork Pre-Assembly as per the Contract irrespective of the technical or official inspections that the Customer performs together with a third party.

5.2 By accepting the Formwork Pre-Assembly, the Customer confirms the functionality and completeness of the total scope of delivery.

5.3 A protocol is prepared about the acceptance, which is signed by both parties. All defects and damages to the objects pre-assembled by PERI are to be mentioned in this protocol.

5.4 If it is established that the Formwork Pre-Assembly is not done as per the Contract, then PERI is entitled to carry out repair work. If the rectification of defects fails within a reasonable period of time, the Customer may, at its option, reduce the remuneration or withdraw from the Contract for provision of Formwork Pre-Assembly services. The Customer is not entitled to further claims, except for any claims for damages limited in accordance with Clause F.I.7 below. Warranty claims become statute-barred 12 months after transfer of risk. Claims due to defects notified belatedly are excluded.

5.5 Acceptance shall be deemed to have taken place if the Customer is in delay of acceptance and there is no major defect in relation to the Formwork Pre-Assembly to be provided by PERI. In particular, if the Customer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, pre-assembly shall be deemed to have taken place unless the Customer is not responsible for its failure to appear; the same applies if acceptance has not taken place after two weeks have elapsed since notification of the completion of Formwork Pre-Assembly for reasons for which the Customer is responsible.

5.6 Clause C.7 applies to the beginning of the rental duration insofar as the special Formwork products are provided for rent.

6. Return at the time of dismantling

6.1 A visual inspection of the object to be dismantled is to be performed by PERI and the Customer together before the dismantling for disassembly and alteration work starts.

6.2 The damages to the rented products that are evident in the visual inspection performed as per Clause F.I.6.1 and have developed during the rental period, and also apparently missing or damaged parts, are recorded in the protocol in writing and documented with the aid of photo- graphs. The Customer then confirms the accuracy of the statements in the protocol.

6.3 PERI can claim damages that are not detected in the visual inspection and that have developed during the rental period against the Customer within eight weeks after the visual inspection. A letter to the Customer is sufficient to assert any damage claim in accordance with the preceding sentence in which PERI informs the Customer about the subsequently detected damages and the costs required for their rectification.

7. Liability on the part of PERI

7.1 PERI shall be liable for damages - regardless of the legal basis - solely in cases of intentional misconduct and gross negligence.

7.2 The above limitations of liability shall not apply to any liability which cannot be legally limited including liability for: (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation, and (iii) due to defects in respect of which PERI has assumed a guarantee for the quality of the Formwork Pre-Assembly results (in this respect, the liability provision or limitation period resulting from the guarantee shall apply, if applicable).

7.3 Except in cases of intentional misconduct and gross negligence and any other matters which cannot be legally limited, PERI's total liability to the Customer shall not exceed the total charges of all sums paid by the Customer.

7.4 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.

7.5 This Clause F.I.7 does not constitute a reversal of the burden of proof.

8. Price and additional expenses

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

8.2 If pre-assembly services are reasonably interrupted or not started due to improper structural conditions, organisation of the construction site or at the instigation of the Customer in any other way, the necessary additional expenses will be remunerated separately to PERI according to expenditure.

8.3 The Customer must also pay PERI separately for the additional expenses that are not included in the issued order, particularly additional expenses for changed pre-assemblies, and for unforeseen difficulties that respectively fall within the Customer's area of responsibility. Insignificant additional expenses shall be disregarded and shall not be remunerated separately.

9. Staff liability

PERI provides no warranty and accepts no liability with regard to culpable conduct on the part of persons provided by the Customer. Such persons are vicarious agents of the Customer.

10. Rights to results of work

The provisions of the Terms pursuant to Clause D.6 shall apply accordingly.

11. Validity of the Terms of PERI for the sale and renting The Special Terms of PERI for the sale of Formwork and Scaffold (Clause B) and/or Special Terms of PERI for renting of Formwork and Scaffold (Clause C)remain unaffected by these Special Terms for Formworks Pre-Assemblies.

12. Miscellaneous

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

II. Special Terms of PERI for the Formwork pre-assemblies at the PERI site

1. Field of application and Definitions

The Special Terms of PERI for Formwork pre-assemblies at the PERI site apply to pre-assemblies agreed between PERI and the Customer, which are not the Formwork Pre-Assemblies as per Clause F.I.2. These must be executed at the PERI address .

2. Pre-assembly plans

2.1 Pre-assembly plans can be prepared by the Customer or, if commissioned separately, by PERI. If pre-assembly plans are provided to PERI by the Customer, then PERI executes the preassembly according to these plans. PERI does not review the preassembly plans of the Customer and does not assume any liability for the correctness of the pre-assembly plans provided by the Customer. PERI shall point out to the Customer any obvious defects that prevent PERI from performing the pre-assemblies.

If the pre-assembly plans are to be prepared by PERI as per the Contract, then the regulations of the Special Terms of PERI for engineering and design calculation services (Clause D) apply.

2.2 If the Formwork pre-assembly is to be executed at the PERI site as per the Contract, then the Customer receives the pre-assembly plans before the beginning of the pre-assembly insofar as PERI has been commissioned by the Customer with the task of preparing the preassembly plans.

2.3 If the pre-assembly plans are to be prepared by the Customer, then the Customer's pre-assembly plans should include all specifications required to produce the end product. Besides the geometric form with all necessary dimensions, it should also include the constructional and static connections and the materials and quality characteristics.

3. Change in design

If the Customer wants to change the pre-assembly plans prepared by PERI or if he orders the changes, these changes are carried out at his own expense insofar as PERI considers them to be possible and reasonable. Subsequent change requests extend the periods in accordance with their effects.

4. Execution of the pre-assembly

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

4.2 Parts that are provided by the Customer must be in a sufficiently clean and functional condition. If this is not the case, then the Customer must bear additional expenses required such as those for inspection and sorting.

5. Approval of the pre-assembly

5.1 The Customer or a representative of the Customer is obliged to accept the pre-assembly service as per the Contract as soon as PERI reports the completion of a concluded pre-assembly without delay. Acceptance and/or acceptance of the pre-assembly may not be refused due to minor defects. The Customer must accept the preassembly irrespective of the technical or official inspections, which the Customer performs together with a third party.

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

5.3 Defects or damages to the objects pre-assembled by PERI must be included in a protocol that is to be prepared together and signed by the Customer and PERI at the time of acceptance.

5.4 If it is established that the pre-assembly is not done as per the Contract, then PERI is entitled to carry out repair work. If the rectification of defects fails within a reasonable period of time, the Customer at its discretion may reduce the remuneration or withdraw from the Contract for provision of pre-assembly services. The Customer is not entitled to further claims, except for any claims for damages limited in accordance with Clause F.II.8 below. Warranty claims become statute-barred 12 months after transfer of risk. Claims due to defects notified belatedly are excluded.

5.5 Acceptance shall be deemed to have taken place if the Customer is in delay of acceptance and there is no major defect in relation to the pre-assembly to be carried out by PERI. In particular, if the Customer does not appear on the agreed acceptance date although PERI has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, pre-assembly shall be deemed to have taken place unless the Customer is not responsible for its failure to appear; the same applies if acceptance has not taken place after two weeks have elapsed since notification of the completion of pre-assembly for reasons for which the Customer is responsible.

6. Delayed call off

6.1 If the Customer does not call off the fully assembled materials until the agreed date, then he falls into default of acceptance without further requests. In this case, the Customer shall be liable for compensation.

6.2 In this respect, the risk shall pass to the Customer. In so far, the Customer shall also bear the necessary additional expenses such as storage costs.

6.3 If the pre-assembled material is rented by the Customer, then the rental period begins from the point of time at which the Customer delays the acceptance or, if the delay in acceptance occurs at a later point in time, at the point in time at which the Customer delays acceptance.

7. Price

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

8. Liability

8.1 PERI shall be liable for damages – irrespective of the legal grounds – solely in the event of intent and gross negligence.

8.2 The above limitations of liability shall not apply to apply to any liability which cannot be legally limited including liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) due to defects in respect of which PERI has assumed a guarantee for the quality of the pre-assembly results (in this respect, the liability provision or limitation period resulting from the guarantee shall apply, if applicable).

8.3 Except in cases of intentional misconduct and gross negligence and any other matters which cannot be legally limited, PERI's total liability to the Customer shall not exceed the total charges of all sums paid by the Customer.

8.4 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.

8.5 This Clause F.II.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 services in writing, then these only begin after the Customer has fulfilled all its cooperation obligations.

9.2 If the fixed dates are not met by PERI, then the Customer is obliged to set an appropriate grace period that adequately enables PERI to subsequently fulfil its obligations under the Contract.

9.3 Claims to compensation for damages caused by delay shall be determined in accordance with Clause F.II.8.

9.4 Subsequent change requests by the Customer are carried out at his own expense insofar as PERI considers them to be possible and reasonable. Subsequent change requests extend the periods in accordance with their effects.

10. Rights to results of work

The provisions of the Terms pursuant to Clause D.6 shall apply accordingly.

11. Validity of the Terms of PERI for the sale and renting

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

12. Miscellaneous

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

III. Special Terms of PERI for transport services 1. General information

1.1 Only if explicitly agreed in writing, PERI provides transport services with regard to the Purchase Item and/or the Rental Object.

1.2 PERI does not provide the transport service itself. PERI hands over the Purchase Item and Rental Objects to be transported by PERI to the shipping agent or the forwarder.

2. Transport

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

3. Passing of risk

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

4. Price

The price for the transport services is subject to the regulations in the Contract.

5. Liability

5.1 PERI shall be liable for damages – irrespective of the legal grounds – solely in the event of intent and gross negligence.

5.2 The above limitations of liability shall not apply to apply to any liability which cannot be legally limited including liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) due to defects in respect of which PERI has assumed a guarantee for the quality of the pre-assembly results (in this respect, the liability provision or limitation period resulting from the guarantee shall apply, if applicable).

5.3 Except in cases of intentional misconduct and gross negligence and any other matters which cannot be legally limited, PERI's total liability to the Customer shall not exceed the total charges of all sums paid by the Customer.

5.4 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.

5.5 This Clause F.III.5 does not constitute a reversal of the burden of proof.

6. Miscellaneous

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