

**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 Limited, registered in England and Wales with company number 02403512, and having its registered office at Market Harborough Road, Clifton upon Dunsmore, Rugby, UK, 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**").

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

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

1.3.1 the PERI packaging guidelines;

1.3.2 the PERI instructions for assembly and use;

1.3.3 applicable laws and regulations including but not limited to those contained in the Construction (Design and Management) Regulations 2015, the Health and Safety at Work etc. Act 1974;

1.3.4 the guide entitled Good Practice in the Selection of Construction Materials (2011) published by the British Council for Offices, according to which PERI shall ensure that purchase items do not contain any materials or substances which at the time of their specification or use are identified as being deleterious or of unsuitable quality in accordance with the provisions of the guide.

1.3.5 Any samples, drawings, descriptive matter or advertising issued by PERI and any descriptions of the Goods contained in PERI's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have and contractual force.

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

a) Special Terms of PERI for **the sale of Formwork and Scaffold (Clause B)**

b) Special Terms of PERI for **renting of Formwork and Scaffold (Clause C)**

c) Special Terms of PERI for **engineering and structural calculation services (Clause D)**

d) Special Terms of PERI for **briefing and plan comparison (Clause E)**

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 in England, when banks in London are open for business.

2.2 **Data Controller** has the meaning given in the Data Protection Legislation.

2.3 **Data Processor** has the meaning given in the Data Protection Legislation.

2.4 **Data Protection Legislation** means (i) the Data Protection Act 2018; and (ii) any successor legislation, as amended or updated from time to time

2.5 **Data Subject** has the meaning given in the Data Protection Legislation.

2.6 **Delivery Date** means the estimated date of delivery of the Goods, as set out in the Order.

2.7 **Delivery Location** means the delivery location for the Goods which shall be the designated PERI warehouse or other location agreed between PERI and the Customer in writing (or in the case of deliveries outside the UK, the location agreed in line with the Incoterm).

2.8 **Personal Data** has the meaning given in the Data Protection Legislation.

2.9 **Intellectual Property Rights** means patents, rights to inventions,

copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer and other operating software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world in or associated with the goods and/or services and/or the deliverables.

2.10 **Goods** means the goods and/or equipment (or any part of them) to be supplied by PERI to the Customer, as set out in the Order

2.11 **Contract** means the contract between PERI and the Customer in accordance with these Terms.

2.12 **Order** means the Customer's order as set out in the order confirmation issued by PERI to the Customer, or the Customer's written acceptance of PERI's quotation, or in email or other written correspondence between PERI and the Customer, as the case may be.

2.13 **Other Formwork and Scaffolding Goods**

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

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

2.15 **Used Goods** include such formwork and Scaffolds distributed by PERI, whose components (including plywood) and accessories have already been used for their intended purpose and correspondingly may bear traces of usage and repair.

2.16 **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.

2.17 **Specification** means the description or specification (including any related plans, designs and drawings) for the Goods provided by the Customer to PERI or agreed in writing between PERI and the Customer.

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

2.19 **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.

2.20 **Rental Payments** means the rental payments payable by the Customer to PERI for the hire of Rental Objects in accordance with Clause A4 (each a Rental Payment).

2.21 **Rental Period** means the period of hire of the Goods, as set out in the Order.

2.22 **New Goods** are Formwork and Scaffolds distributed by PERI, whose components (including plywood) and accessories have not yet been used as per their intended application or for any other purpose.

2.23 **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.

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

2.25 **Gross Negligence** means a failure by PERI to exercise reasonable care and skill in performing or failing to perform an obligation, where PERI demonstrates indifference to or a serious disregard for a reasonably foreseeable risk.

2.26 **Intentional Misconduct** means a deliberate act or omission which is contrary to or goes beyond the conduct to be expected of PERI, where PERI knows that or is reckless to the fact that such act or omission is contrary to or goes beyond the conduct to be expected.

- 227 **Force Majeure** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or communication or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
- 228 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 229 A reference to a **party** includes its successors and permitted assigns.
- 230 A reference to a statute or statutory provisions is a reference to it as amended or re-enacted, and includes all subordinate legislation made under that statute or statutory provision.
- 231 Any words following the terms **including, include, in particular, for example**, or any similar expressions shall be construed as illustrative and shall not limited the sense of the words, description, definition, phrase or terms preceding those terms.
- 232 A reference to **writing** or **written** includes email but not fax.
- 3. Acceptance 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 issue to 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 agreement of formation of a Contract with PERI. PERI is entitled to accept the Customer's offer within 30 (thirty) calendar days of its issue by PERI, unless otherwise agreed.
- 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). If PERI accepts the offer in accordance with this Clause, the respective contract between PERI and the Customer shall be deemed accepted ("**Contract**").
- 3.4 Offer documents and documents relating to offers by PERI shall remain the property of PERI and be treated as confidential information in accordance with clause A.14.
- 3.5 All agreements deviating from these contractual terms, ancillary agreements, supplements and amendments to the Contract between PERI and the Customer must be in writing and signed by both parties to become effective. This shall also apply to amendments of this Clause.
- 3.6 PERI's employees or representatives (other than PERI's directors in writing) are not authorised to do any of the following things on behalf of PERI:-
- (a) vary any of these terms or introduce any other terms, written or oral, into the Contract; or
- (b) give any advice, make any representation, agree any condition precedent or enter into any collateral contract.
- 3.7 All Orders accepted by PERI are accepted subject to the Goods and labour being available to PERI and by accepting an Order PERI does not give a warranty as to availability.
- 4. Price**
- 4.1 Unless otherwise agreed in writing by PERI, the Rental Payments exclude all costs and charges of packaging, delivery of the Goods and/or costs of returning the Goods (including loading, unloading, courier fees, import/export licences and customs duties), insurance or any other costs and charges in relation to, or arising from, any credit facility or bank charges, which will be quoted separately and payable by the Customer in addition to the Rental Payments.
- 4.2 The Rental Payments and other costs and charges payable in connection with this clause A.4 are exclusive of value added tax (VAT) or other applicable tax or duty, which shall be payable by the Customer on receipt of a valid tax invoice from PERI at the prevailing rate.
- 4.3 Where at any time before the Commencement Date:
- (a) any factor beyond PERI's control (including foreign currency exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other costs);
- (b) any request by PERI to change the Order including any change to the Delivery Date, Delivery Location, Rental Period, the Goods and/or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure by the Customer to give PERI adequate or accurate information or instructions in a timely manner,
- PERI may increase the Rental Payments accordingly by giving notice to the Customer.
- 5. Payment terms**
- 5.1 Unless payment in advance or otherwise agreed in the Contract, the price for the goods and/or services shall be paid by the Customer 30 (thirty) calendar days following the end of the month in which an invoice is issued by PERI to the Customer. Unless otherwise agreed, payments shall be made in GBP. PERI shall invoice the Customer separately from time to time for any additional costs and charges incurred. The Customer shall pay the invoice within 30 (thirty) calendar days following the end of the month in which an invoice is issued by PERI to the Customer by any of the following methods:
- a) electronic bank transfer;
- b) credit card;
- c) debit card; or
- d) cheque (please allow 5 (five) Business Days for cheque clearance).
- 5.2 All payments made by the Customer shall (unless otherwise agreed by PERI in writing) be paid in the currency in which they are invoiced (or, if no invoice is issued, in pounds sterling) and cleared funds by the payment deadlines set out in this Clause A.5. The time for payment is of the essence.
- 5.3 All prices are net prices and are to be paid plus statutory VAT.
- 5.4 Instalment payments are excluded unless instalment payments have been expressly agreed in writing.
- 5.5 Cheques are accepted only on account of payment by PERI.
- Pre-Agreed Credit Facility**
- 5.6 In the case of Customers without a pre-agreed credit facility for rental Contracts:
- a) PERI reserves the right to require advance payment of an amount equal to up to three months' Rental Payments before accepting an order;
- b) PERI reserves the right to require payment of a security deposit as security against all loss and damage to the goods whilst in the Customer's possession;
- c) PERI shall invoice the Customer for each Rental Payment and the Customer shall pay within 7 (seven) calendar days of the date on which an invoice is issued by PERI to the Customer.
- 5.7 In the case of Customers without a pre-agreed credit facility for other Contracts:
- a) PERI reserves the right to require payment in full from the Customer before accepting an Order;
- b) Purchase Items shall be paid within 7 (seven) days of the date on which an invoice is issued by PERI to the Customer or (if earlier) by the Delivery Date;
- c) PERI reserves the right to require a deposit from the Customer in respect of the services and shall invoice the Customer at regular intervals during the performance of the services and/or on completion of the services. The Customer shall pay within 7 (seven) days of the date on which an invoice is issued by PERI to the Customer or (if earlier) by the services start date.
- 5.8 In the case of Customers with a pre-agreed credit facility:
- a) PERI shall invoice the Customer for each Rental Payment and the Customer shall pay within 30 (thirty) calendar days following the end of the month in which an invoice is issued by PERI to the Customer;
- b) PERI shall invoice the Customer for any Purchase Item on or after completion of delivery and the Customer shall pay within 30 (thirty) days following the end of the month in which an invoice is issued by PERI to the Customer;
- c) PERI shall invoice the Customer at regular intervals during the performance of the services and/or on completion of the services, and the Customer shall pay within 30 (thirty) days following the end of the month in which an invoice is issued by PERI to the Customer. .
- 5.9 PERI may, without affecting any other right or remedy available to it, at any time following a breach of any of these Terms by the Customer, withdraw or revise a Customer's credit facility with immediate effect or require immediate payment of any invoice rendered to the Customer.
- 5.10 If the Customer fails to pay a Rental Payment or any other payment due by the due date for payment in accordance with this Clause A.5, PERI may:
- a) charge interest on overdue invoices at the rate of 5% above the Bank of England's base lending rate from time to time, which shall accrue on a daily basis from the due date until payment of all overdue amounts, whether before or after judgment;
- b) withhold supply of any undelivered goods and services due to the Customer;
- c) terminate the Contract; and/or
- d) appropriate any payment made by the Customer pursuant to the Contract or any other contract between PERI and the Customer as PERI, in its sole discretion, thinks fit.
- 5.11 The Customer may not withhold or deduct payment of any invoice or other amount due to PERI (in whole or in part) by reason of any right of set off or counterclaim for any reason whatsoever, save for any

- deduction or withholding required by law.
- 6. Default of payment, inability of the Customer to perform**
- 6.1 If the payment deadline is exceeded, the Customer shall be in default without further reminder. The receipt of the invoice amount on the specified account of PERI is decisive for the timeliness of payment.
- 6.2 During the period of default, the Customer shall pay default interest on the overdue sum at a daily rate of 5% a year above the base interest rate of the Bank of England from time to time. Further claims for damages remain unaffected.
- 6.3 If the Customer is in default with at least two payments from the business relationship with PERI, PERI is entitled to:
- withhold supply of any undelivered Purchase Item due to the Customer until payment is made;
  - immediately terminate the Contract; and/or
  - appropriate any payment made by the Customer to such of the Purchase Items and/or services (including goods and/or services supplied under any other contract with the Customer) as PERI, in its sole discretion, thinks fit.
- 6.4 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.
- 7. Warranties**
- 7.1 PERI warrants that on delivery and for a period of 12 (twelve) months from the date of delivery (**Warranty Period**) the Goods shall:
- conform in all material respects with their description, applicable Specification and applicable statutory and regulatory requirements;
  - be free from material defects in design, material and workmanship;
  - be fit for any express purpose held out by PERI; and
  - are of satisfactory quality (within the meaning of the Sales of Goods (Implied Terms) Act 1973);
- 7.2 Except as provided in clause A.7.1 all terms, conditions, warranties or descriptions implied by law, or expressed orally or in writing by PERI's employees or agents or otherwise, as to the quantity, quality or fitness for purpose of the Goods or their conformity to any samples or description provided by or on behalf of PERI or otherwise, are expressly excluded.
- 8. Claims**
- 8.1 In the event of any claim arising out of breach of warranty or these Terms (including any statutory warranty or condition which is not excluded by these Terms), PERI shall, subject to clause A.8.2, at its option:
- make good any shortfall and repair the defective Goods at its own expense;
  - remove the defective Goods to allow replacement and replace them free of charge with replacement Goods which conform to the Contract; or
  - remove the defective Goods and refund the Rental Payments payable in respect of the defective Goods in full or in part and/or decrease future Rental Payments in respect of the Goods.
- 8.2 The liability under clause A.8.1 does not extend to meeting any cost incurred by the Customer in removing and/or replacing the Goods, or any costs incurred by any third party (unless otherwise agreed in writing by PERI), and in any case is conditional upon:-
- there having been no unauthorised alteration or addition to the Goods;
  - the Customer not making any further use of the Goods after giving notice of any defect;
  - the Customer giving written notice of any defect to PERI and providing sufficient detail for PERI to assess the nature and extent of the defect immediately upon becoming aware of it during the Warranty Period;
  - PERI being allowed all reasonable facilities to inspect the Goods and investigate the complaint and comply with clause A.8.1; and
  - at the request and cost of PERI, the Customer returning such Goods to the PERI's place of business.
- 8.3 The Customer shall have no right of rejection of the Goods and PERI shall have no liability for breach of warranty or condition except as provided in clause A.7.1.
- 8.4 PERI shall not be liable for the Goods' failure to comply with the warranty in clause A.7.1 or clause C.1.4 if:
- the defect arises because the Customer failed to follow PERI's oral or written instructions as to the storage, installation, use or maintenance of the Goods or (if there are none) good trade practice;
  - the defect arises as a result of PERI following any Specification supplied by the Customer;
  - the Customer alters or repairs such Goods without the prior written consent of PERI;
  - the defect arises as a result of fair wear and tear, wilful damage or negligence of the Customer or any other person other than PERI, or abnormal working conditions; or
  - the Goods differ from their description or the Specification as a result of changes made to ensure compliance with applicable statutory and regulatory requirements.
- 8.5 PERI reserves the right to charge the Customer for the transportation, testing and/or refurbishment of any Goods returned and subsequently deemed not defective or found to be out of warranty, or in respect of which PERI has no liability in accordance with these Terms.
- 9. Liability on the part of PERI**
- 9.1 PERI's liability is excluded if the Customer does not use the Purchase Item or Rental Object in accordance with the respective valid instructions for assembly and use provided by PERI and if the damage is based thereon. PERI does not vouch for the compatibility and safety of third party components and accessories in connection with the Purchase Item or Rental Object.
- 9.2 The restrictions on liability in this Clause apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.3 Nothing in these Terms limits any liability which cannot legally be limited, including liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iv) breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 9.4 Subject to Clause A.9.3, PERI shall only be liable for damages (regardless of the legal basis) in cases of Intentional Misconduct and Gross Negligence and excludes all other liability.
- 9.5 Subject to Clause A.9.3, PERI's total liability in respect of Intentional Misconduct or Gross Negligence shall not exceed fifteen per cent (15%) of the total charges of all sums paid by the Customer under the Contract in respect of goods and services provided by PERI. All other liability, as can permitted by law, is expressly excluded.
- 9.6 Subject to Clause A.9.3, the following types of loss are wholly excluded: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; (vii) loss of or damage to equipment or property; and (viii) indirect or consequential loss.
- 9.7 To the extent that PERI's liability is excluded or limited, this shall also apply to the liability of its legal representatives, employees and vicarious agents.
- 9.8 This Clause A.8.4. shall survive termination of the Contract.
- 10. 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.
- 11. Securities and contract performance guarantee**
- PERI is not obliged to assume warranty or contract performance securities and/or contract performance guarantees.
- 12. Storage of Personal Data**
- 12.1 PERI and the Customer acknowledge that for the purposes of the Data Protection Legislation, each party is a separate Data Controller in respect of any Personal Data shared by the Customer.
- 12.2 Each party warrants to the other that it will process Personal Data in compliance with the Data Protection Legislation and have appropriate technical and organisational security measures to:
- prevent unauthorised or unlawful processing of Personal Data, and prevent the accidental loss or destruction of, or damage to, Personal Data;
  - ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage, and the nature of the Personal Data to be protected.
- 12.3 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process Personal Data in accordance with the Data Protection Legislation.
- 12.4 The Customer shall, in respect of the Personal Data it discloses to PERI, ensure that it provides clear and sufficient information to Data Subject(s), in accordance with the Data Protection Legislation, of the purposes for which it will process Personal Data, the legal basis for such purposes and such other information as is required by the Data Protection Legislation, including, if such Personal Data will be transferred to PERI, that fact and sufficient information about the transfer and the purpose of such transfer to enable the Data Subject(s) to understand the purpose and risks of such transfer.

- 125 PERI acknowledges that they are reliant on the Customer for obtaining consent from any Data Subject as regards storing and processing their Personal Data and direction as to the extent to which PERI is entitled to use and process the Personal Data shared by the Customer. Consequently, PERI will not be liable for, and the Customer shall indemnify PERI against, any claim brought by a Data Subject arising from any action or omission by PERI, to the extent that such action or omission resulted directly from the Customer's failure to obtain such consent or instructions, or the Customer's breach of these Terms.
- 126 PERI may authorise a third party to process the Personal Data provided that the third party's contract is on terms which are substantially the same as those set out in these Terms as regards data protection.
- 127 PERI will use Personal Data provided by the Customer to:
- perform its obligations under the Terms;
  - process payments;
  - give information to the Customer about the Goods; and
  - unless the Customer declines, give information to the Customer about related goods and services offered by PERI or another member of the PERI group.
- 128 PERI will hold and process Personal Data in accordance with its privacy policy set out on its website (as amended from time to time).
- 129 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with a request from a Data Subject who exercises its rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.
- 12.10 The parties shall each comply with its obligations to report a data protection breach to the appropriate supervisory authority and (where applicable) a Data Subject under the Data Protection Legislation, and shall inform the other party of any such breach irrespective of whether there is a requirement to notify any supervisory authority or relevant Data Subject(s).
- 12.11 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data breach in an expeditious and compliant manner.
- 12.12 This Clause A.12 shall survive termination of the Contract.
- 13. Intellectual Property Rights**
- 13.1 All and any Intellectual Property Rights in, or arising out of or in connection with, the goods and/or services and/or any deliverables (other than Intellectual Property Rights in any materials provided by the Customer) shall belong to and vest in PERI.
- 13.2 Unless otherwise stated in these Terms, PERI grants to the Customer, free of charge, a non-exclusive, worldwide licence in respect of such rights to the extent necessary to enable the Customer to make reasonable use of the goods and/or services and/or deliverables.
- 13.3 The Customer shall not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to PERI from the goods and/or services and/or deliverables, and shall not reverse compile engineer, tamper with, or in any way alter or modify the goods and/or services and/or deliverables without PERI's prior written consent.
- 13.4 The Customer shall promptly and fully notify PERI of:
- any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Customer's notice; and
  - any claim by any third party that comes to the Customer's notice that the goods and/or services and/or deliverables infringes the rights of any person.
- 13.5 The Customer agrees (at PERI's request and reasonable expense) to do all such acts and things as may reasonably be required to assist PERI in taking or resisting proceedings in relation to any infringement or claim referred to in Clause A.13.4.
- 14. Confidentiality**
- 14.1 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, subcontractors, advisors and employees are not considered as third parties, so that disclosure to them is permitted.
- 14.2 The parties shall use other confidential information, in particular technical information, intentions, experience, findings or designs, which become accessible to them in the context of the contractual cooperation or which they receive from each other, in whatever form, only in the context of their cooperation and shall keep it confidential for five years after the end of the term of this Contract and shall not make it accessible to any third party 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.
- 14.3 The parties shall oblige the employees and agents working for them to comply with this confidentiality clause. The same applies for PERI in case of disclosure to its group companies.
- 15. Waiver**
- 15.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 15.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 16. Severance**
- 16.1 If any provision or part-provision of the Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms. If any provision of the Terms is deemed deleted under this Clause A.16 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17. Notice**
- 17.1 Any notice or other communication given to a party under or in connection with the Terms shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, or email.
- 17.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause A.17.1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or, if sent by email, one Business Day after transmission (provided a delivery or read receipt is received by the sender).
- 17.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 18. Applicable law**
- 18.1 All legal relationships between PERI and the Customer shall be governed exclusively by the applicable laws of England and Wales excluding the CISG United Nations Convention on the International Sales of Goods dated 11 April 1980.
- 19. Place of Jurisdiction and Performance**
- 19.1 The exclusive place of jurisdiction for all disputes arising from or in connections with the contractual relationship shall be the applicable courts of England and Wales. PERI reserves the right to bring legal action at the Customer's statutory place of jurisdiction.
- 19.2 Unless otherwise agreed, the place of delivery shall be at PERI's business address noted at Clause A1.1 of these Terms.
- 20. Entire agreement**
- 20.1 These Terms and the Contract constitutes the entire agreement between the parties.
- 20.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract or Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 21. Miscellaneous**
- 21.1 The Customer may only set off or exercise a right of retention against claims by PERI if the Customer's counterclaim is undisputed or a legally binding title exists. 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.
- 21.2 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 21.3 Any provision of the Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the

- 21.4 Terms shall remain in full force and effect.
- 21.5 Nothing in the agreement between PERI and the Customer or their course of dealing shall confer or purport to confer on any third party any benefit or right to enforce any term of this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 21.6 Subject to clause A.21.6, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the parties.
- 21.7 PERI may unilaterally amend the Contract by giving the Customer not less than 1 month's notice.

## **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 writing or 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. Delivery is in accordance with clause B.2.1.
- 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 expiry of a reasonable period for delivery set by the Customer in writing.
- 1.6 Time of delivery is not of the essence under the Contract. 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 Unless otherwise specified in writing in the order, PERI delivers FCA Incoterms 2020 from the designated PERI warehouse.
- 2.2 PERI may deliver by separate instalments, each of which may, at PERI's option, be invoiced separately and shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 2.3 Only if explicitly agreed in an individual case that PERI takes over transportation of the Purchase Item, Clause F.II shall apply.
- 2.4 PERI determines at its discretion the nature of the transport vehicles used for shipping.
- 2.5 In deviation of FCA Incoterms 2020, the Customer shall bear the costs for packaging. For clarification purposes, the Customer shall bear the costs for shipping and freight.
- 2.6 The Customer shall insure the Purchase Item against all insurable risks for PERI's list price for the Purchase Item from the time of delivery.
- #### **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 accept the Purchase Item at the PERI plant or warehouse agreed by the contracting parties. The risk in the Purchase Item shall pass to the Customer on acceptance of the Purchase Item. In all other respects, the statutory provisions of the law on supply of goods shall also apply mutatis mutandis to an agreed acceptance.
- 4.2 By signing the delivery note, the Customer declares the acceptance of the Purchase Item, which indicates that the Purchase Item has been handed over in the agreed quantity and is clean and free of material defects in design, material and workmanship. Acceptance and/or acceptance of the Purchase Item may not be refused due to minor defects.
- 4.3 If the Customer (or the Customer's representative) fails to accept the Purchase Items on the Delivery Date or fails to give PERI adequate delivery instructions then, save where such failure or delay is caused by PERI's failure to comply with the Contract or by a Force Majeure event, delivery shall be deemed to have been completed at 9.00am on the third Business Day following the agreed Delivery Date and:
- a) PERI may store the Purchase Items until actual delivery to the Customer takes place or until the Purchase Items are disposed of in accordance with these Terms. The Customer shall for the cost of storage and insurance, and any other ancillary costs and expenses incurred by PERI in connection with the storage and/or disposal of the Purchase Items, in respect of which the Customer shall indemnify PERI; and/or
- b) PERI may resell the Purchase Items at the best price readily obtainable. The Customer shall be liable to pay all costs and expenses incurred by PERI in connection with the sale and storage of the Purchase Items in accordance with Clause a). If the Purchase Items are sold for less than the price payable by the Customer, the Customer shall be liable to pay the shortfall to PERI.
- ## **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 shall be obtained by multiplying the quantity and the purchase price of the Purchase Item.
- 5.2 If, between the conclusion of the Contract and delivery, there are changes in costs for PERI, in particular due to changes in material or raw material prices, collective wage agreements or other price changes of suppliers or exchange rate fluctuations for which PERI is not responsible and which could not have been foreseen with sufficient certainty, PERI is entitled to adjust the agreed prices accordingly. An increase in price should be notified to the Customer at any time before delivery.
- 5.3 If PERI's performance of any of its obligations under the Terms is prevented or delayed by any act or omission of the Customer, or failure by the Customer to perform any of its obligations under the Terms:
- a) without prejudice to any other right or remedy available to it, PERI shall have the right to suspend delivery of the Goods and/or provision of the Services until the Customer remedies the default and shall be relieved of any of its obligations to the extent that performance of such obligations is prevented or delayed as a result of the Customer's default; and
- b) PERI shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from PERI's failure or delay to perform any of its obligations under the Terms.
- ## **6. Retention of title and transfer of ownership**
- 6.1 The Purchase Item remains the property of PERI until the purchase price has been paid in full. In the case of current invoices, PERI shall use the Reserved Goods as security for PERI's balance invoice.
- 6.2 Title to the Goods shall not pass to the Customer until PERI receives payment in full (in cash or cleared funds) for the Goods and any other goods that PERI has supplied to the Customer (whether hired or sold) in respect of which payment has become due. As long as the purchase price has not been paid in full, the Customer does not have the right to resell the Reserved Goods. The Customer shall only have the right to resell the Reserved Goods if PERI expressly agrees this with the Customer in writing. If the Customer nevertheless resells Reserved Goods, PERI is entitled to demand an appropriate contractual payment from the Customer, the amount of which is to be determined by the competent court at its reasonable discretion; this does not apply if the Customer proves that he is not responsible for the resale of the Reserved Goods. In determining the amount of the contractual payment by the competent court, the possible damage suffered by PERI and the advantages gained by the Customer shall be taken into account appropriately.
- 6.3 The fulfilment of individual claims in current account does not cancel the retention of title.
- 6.4 The fact that PERI includes individual claims against the Customer in a current invoice or offsets them against claims of the Customer or

- otherwise draws balances against the Customer does not cancel the retention of title.
- 6.5 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (b) maintain the Goods in satisfactory condition; and
  - (c) notify PERI immediately if it becomes subject to any of the event listed in clause C.14.2.
- 6.6 The Customer is obliged to store the Reserved Goods purchased from PERI separately from Other Formwork and Scaffolding Goods and accordingly to mark them as PERI's property until the purchase price has been paid in accordance with Clause B.6.1.
- 6.7 If Reserved Goods are sold by the Customer alone or together with other goods, the Customer shall, upon conclusion of the purchase Contract for Reserved Goods, assign to PERI the claims arising from the resale of the Reserved Goods in the amount of the value of the Reserved Goods with all ancillary rights and ranks, without assigning this claim to third parties otherwise or with priority. In the event of a blanket assignment affecting the Customer, the claim to be assigned by the Customer to PERI is deemed to have been assigned to PERI and the Customer from the outset, insofar as the blanket assignment does not intervene, the blanket assignment is ineffective, or it provides for the release of a claim. In this respect, the said claim against the Customer and third parties is deemed to have been assigned with priority. If the resold Reserved Goods are co-owned by PERI, the assignment of the claim shall extend to the amount corresponding to PERI's share value in the co-ownership. The value of the goods is determined according to the list price, which is to be determined by PERI at its reasonable discretion, considering a used discount.
- 6.8 At PERI's request, the Customer is obliged to immediately provide PERI with all information and hand over all documents that are necessary for PERI to assert its rights against the Customer's customers.
- 6.9 PERI authorizes the Customer, subject to revocation, to collect the claim.
- 6.10 PERI will not make use of its own collection authority as long as the Customer also declares its payment obligation to all third parties against whom the Customer has a payment claim that is not necessarily due and enforceable but exists as a result of the resale of the Reserved Goods.
- 6.11 At PERI's request, the Customer must name the debtors of the assigned claim and notify them of the assignment of the claim to PERI.
- 6.12 The Customer must inform PERI immediately of any compulsory enforcement measures by third parties in respect of the Reserved Goods or in respect of assigned claims, handing over the documents necessary for the objection. In the event of suspension of payments, application for or opening of insolvency proceedings, the right to resell, use or install the Reserved Goods and the authorization to collect the assigned claims shall expire. In the event of a cheque or bill of exchange process, the authorization to collect also expires. In this case, PERI is entitled to collect its Reserved Goods.
- 6.13 PERI must be notified immediately of any seizure or confiscation of the Reserved Goods by third parties. Any resulting intervention costs shall in any case be borne by the Customer, unless they are borne by third parties.
- 6.14 PERI and the Customer shall mutually agree on the basis of the invoice documents which goods are their property. If the Customer does not cooperate in the selection determination referred to in the previous sentence, PERI is entitled to carry out this selection determination alone. The costs of the selection shall be borne by the Customer unless the Customer is not responsible for the non-cooperation in the separation.
- 6.15 If the security of the purchase price claim against the Customer to which PERI is entitled based on the assignment in advance exceeds the value of the secured claim by more than 10 percentage points, PERI is obliged to make a retransfer or release at the Customer's discretion. The value of the secured claim is determined by the price that PERI has invoiced to the Customer.
- 6.16 If the Customer includes a claim assigned to PERI from a resale of Reserved Goods in a current account relationship existing with its customers, the current account claim is assigned in full. After balancing, the current account claim shall be replaced by the recognized balance, which shall be deemed assigned up to the amount of the original claim.
- 6.17 The Customer cannot acquire ownership of the Purchase Item by replacing the handover by agreeing a legal relationship between PERI and the Customer by virtue of which the Customer obtains indirect possession unless this type of transfer of ownership has been expressly agreed in writing.
- 6.18 If a third party is in possession of the Purchase Item, the transfer of ownership may be replaced by PERI assigning to the Customer its claim for surrender of the Purchase Item against the third party;
- 6.19 however, this only applies if the parties expressly agree this in writing. The Customer shall indemnify PERI against any failure to comply with its obligations under this clause B.6.
- 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 to check whether the Purchase Item is suitable for the purposes it wishes to use it for.
- 7.2 Information provided by PERI verbally, in writing and in any other form on the suitability, including application, processing and other use, is given to the best of its knowledge, but is only deemed to be non-binding information and does not release the Customer from its own examination of the Purchase Item delivered by PERI for its suitability for the intended purposes. Application, processing and other use of the Purchase Item take place outside PERI's control and are therefore exclusively the Customer's responsibility, unless expressly stipulated otherwise. Deviations in weights, dimensions and other technical values which have no effect on the intended use are permissible and do not entitle the Customer to make a complaint.
- 7.3 The Purchase Item corresponds to the intended quality if, at the time of the transfer of risk, it complies with the technical specifications described in the instructions for assembly and use applicable to it.
- 7.4 Guarantees, in particular quality guarantees, shall only be binding on PERI to the extent that they (i) are contained in an offer or an order confirmation, (ii) are expressly designated as a "guarantee" or "quality guarantee" and (iii) expressly stipulate the obligations resulting for PERI from such a guarantee.
- 7.5 Except as set out in these Terms, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise (including without limitation as to quality, performance or fitness or suitability for purpose) in respect of our goods or services to be provided by PERI to the Customer are excluded to the fullest extent permitted by law.
- 8. Rights in case of defects**
- 8.1 Complaints in respect of defects must be made in writing, stating the specific defect. Notices of defects due to incomplete delivery and other recognizable defects must be given to PERI in writing without delay, but at the latest within 7 (seven) calendar days of delivery; hidden defects must be notified without delay, but at the latest within 7 (seven) calendar days of their discovery. Acceptance and/or acceptance of the Purchase Item may not be refused due to minor defects. Warranty claims under clause A.7.1 must be notified to PERI within 12 (twelve) months after transfer of risk (the "**Limitation Period**"). Claims due to defects notified belatedly are excluded.
- 8.2 The costs of the inspection of the Purchase Items shall be borne by the Customer. Purchase Items notified as defective must be made available to PERI for inspection upon request.
- 8.3 The statutory provisions apply to the Customer's rights in the event of defects, unless otherwise stipulated below.
- 8.4 If the Purchase Item is defective, PERI shall, at its own discretion, deliver a new item or repair the defective Purchase Item. In the event of rectification, the remaining part of the original Limitation Period shall commence with the return of the rectified Purchase Item. The same shall apply in the case of subsequent delivery.
- 8.5 In the event of subsequent delivery, the Customer must return the defective Purchase Item to PERI in accordance with the statutory provisions.
- 8.6 The retention of title in accordance with Clause B.1.6. also applies to the parts to be replaced as part of the subsequent delivery.
- 8.7 If the Customer has installed the defective Purchase Item in another item or attached it to another item in accordance with its type and intended use, PERI shall reimburse the Customer for the necessary expenses for removing the defective Purchase Item and installing or attaching the repaired or delivered non-defective Purchase Item in accordance with the statutory provisions within the scope of subsequent performance. Unless otherwise agreed, however, PERI is not obliged to remove the defective goods and to install or attach the repaired or delivered non-defective goods within the scope of subsequent performance.
- 8.8 Claims by the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses are increased due to subsequent transport of the Purchase Items to a place other than the agreed place of delivery; PERI is entitled to invoice the Customer for such additional costs.
- 9. Liability**
- 9.1 The provisions of Clause A.8.4 shall apply.
- 10. Miscellaneous**
- 10.1 In all other respects, the provisions of the Terms pursuant to Clause A shall apply.

- II. Special conditions for Used Goods and rental purchase**
- If the Customer purchases Used Goods from PERI, the following provisions shall apply.
- 1. Rental purchase**
- 1.1 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 also qualifies as a purchase of Used Goods to which the provisions of this Clause B.II apply. In such case the purchase price is calculated subject to a contractual agreement.
- 2. Defect claims**
- 2.1 The purchase of Used Goods is made "as inspected". Subject to Clause A.8.4, the sale of Used Goods by PERI excludes any defect claims and liability, save for any safe working load capacities identified by PERI.
- 2.2 The purchase of Used Goods is made "as inspected". Any liability for non-material defects on the part of PERI is excluded. PERI shall be liable for the condition of the Used Goods at the point they were supplied to the Customer at the commencement of the rental Contract, but the Customer takes the risk in changes to the goods from its use during the rental period.
- 2.3 The sale of Used Goods by PERI excludes any guarantee and defect liability. The exclusions in this Clause do not apply to PERI's liability for bodily injury and damage to health or for damage caused intentionally or by negligence and any other liability that cannot be limited by law. In such circumstances Clause B.I.9. applies accordingly.
- 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.
- 1.4 The warranty at Clause A.7.1 shall not apply, and PERI warrants that on delivery and for a period of 12 months from the date of delivery (**Warranty Period**) the Goods shall conform in all material respects with their description, applicable Specification and applicable statutory and regulatory requirements.
- 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.
- 2.4 The rental per calendar day is calculated from the rent agreed for each calendar week divided by 7. Therefore, for example, if the agreed rental for a week is GBP 700 the rental per calendar day is £100.
- 2.5 The beginning and end of the Rental Period are regulated in Clause C.7.
- 3. Transfer/inspection of the Rental Object**
- 3.1 The Rental Object is provided for delivery in multiple parts at the Customer's request. Unless otherwise agreed in the Contract, the Customer must notify PERI of his intention to collect within a reasonable time before the intended delivery day.
- 3.2 PERI provides the Rental Object for collection by the Customer in the agreed warehouse, unless contractually agreed otherwise.
- 3.3 PERI adds a delivery note in duplicate to the delivery. The number and product type of the shipped parts of the Rental Object are specified on the delivery note with the consignment. After transfer of the Rental Object to the Customer, the Customer must inspect the Rental Object immediately for conformity with the specifications in the delivery note, completeness and functionality.
- 3.4 The delivery note must be signed by the Customer or a representative of the Customer at the time the Rental Object is transferred to the Customer.
- 3.5 The Rental Object must be accepted by the Customer unless there is a major defect.
- 3.6 PERI may deliver by separate instalments, each of which may, at PERI's option, be invoiced separately and shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment. 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.
- 3.7 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 on behalf of the Customer.
- 4.2 Delivery type, packaging and dispatch route shall be governed by the PERI packaging regulation which can be provided by PERI on request.
- 4.3 The Customer shall bear the shipping costs, freight costs, packaging costs and, if applicable, tolls and unloading costs. Furthermore, the Customer bears the costs for waiting periods during loading and unloading at the construction site if such periods exceed two hours, unless the Customer is not responsible for such waiting periods.
- 4.4 The Customer shall, at its own cost, obtain such import and/or export licences and other licences, permissions and consents as PERI may reasonably require from time to time in order to hire the Goods and comply with its obligations under the Contract, and the Customer shall make those licences and consents available to PERI prior to the Delivery Date.
- 4.5 For delivery of Goods outside of the UK, subject to receipt of clear instructions from the Customer, PERI shall use reasonable endeavours to deliver the Goods to the Delivery Location on the Delivery Date with such insurance prescribed by the Incoterm. Delivery shall be deemed to have taken place in line with the Incoterm.
- 4.6 If the Customer (or the Customer's agent) fails to accept the Goods on the Delivery Date or fails to give PERI adequate delivery instructions then, save where such failure or delay is caused by PERI's failure to comply with the Contract or by a Force Majeure event, delivery shall be deemed to have been completed at 9.00 am on the third Business Day following the Delivery Date and:
- (a) PERI may invoice the Customer for all Rental Payments payable in respect of the minimum Rental Period in accordance with clause A.5;
- (b) PERI may store the Goods until actual delivery to the Customer. The Customer shall be liable for the cost of storage and insurance, and any other ancillary costs and expenses, incurred by PERI in connection with storage of the Goods, in respect of which the Customer shall indemnify PERI; and/or
- (c) if PERI has incurred transportation or other costs in connection with delivery of the Goods, PERI may invoice the Customer for such costs in connection with clause A.5.
- 4.7 If PERI's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, or failure by the Customer to perform any of its obligations under the Contract:
- (b) without prejudice to any other right or remedy available to it, PERI shall have the right to suspend delivery of the Goods until the Customer remedies the default and shall be relieved of any of its obligations to the extent that performance of such obligations is prevented or delayed as a result of the Customer's default; and
- (c) PERI shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from PERI's failure or delay to perform any of its obligations under the Contract.
- 5. Use of the Rental Object**
- 5.1 While using the Rental Object, the Customer must observe the regulations stated in the assembly and use instructions as well as the current applicable versions of work safety laws. The assembly and use instructions are available on request to the Customer together with the Rental Object free of charge.
- 5.2 The Customer bears the risk of using the Rental Object with its own parts or the parts of another manufacturer.

- 5.3 The Customer is responsible for the correct and proper storage, intermediate and final cleaning, maintenance of Formwork, use of release agents and compliance with instructions from the assembly and use instructions provided, product posters and operating instructions (including those for accessories).
- 5.4 The Customer is obliged to handle the Rental Object carefully and appropriately and to undertake the necessary measures so that the usability of the Rental Object are not reduced.
- 5.5 The duty of maintenance and repair during the Rental Period shall be borne by the Customer insofar as corresponding damage is attributable to the rental use or the Customer's sphere of risk. Damage to the Rental Object due to improper use is the Customer's responsibility.
- 5.6 If the Rental Object consists of a Scaffold, then the following applies to use of the Rental Object in addition to Clauses C.5.1 – C.5.4: The Scaffolds may be used only in accordance with the assembly and use instructions as well as the relevant industry standards, including the guidance issued by the Health and Safety Executive, the Health and Safety at Work etc. Act 1974 and the Work at Height Regulations 2005. Non-compliance will release PERI from responsibility for any damages arising from such misuse.
- 5.7 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.
- 5.8 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.
- 5.9 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 fulfillment of all relevant necessary contractual and cooperation obligations of the Customer.
- 6.3 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.
- 6.4 Impediments due to Force Majeure or any other unforeseeable impediments for which PERI is not responsible, such as work stoppage, strike, lockout, governmental prohibitions, war, embargo, epidemics, pandemics, operational disruptions and energy and transportation shortages, extend and postpone the deadlines accordingly by the time of their continuation plus a reasonable start-up period. The same applies even if such a condition arises on part of the pre-suppliers or sub-contractors of PERI. PERI is not responsible for the aforementioned circumstances even if they occur during an already existing delay. PERI will inform the Customer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for six weeks or longer, both contractual partners may withdraw from the Contract.
- 6.5 The Delivery Date is approximate only and PERI shall not be liable for any delay in delivery of the Goods howsoever caused. Time of delivery of the Goods is not of the essence of the Contract.
- 6.6 If the Customer (or the Customer's representative) fails to accept the Rental Object on the Delivery Date or fails to give PERI adequate delivery instructions then, save where such failure or delay is caused by PERI's failure to comply with the Contract or by a Force Majeure event, delivery shall be deemed to have been completed at 9.00 am on the third Business Day following the agreed Delivery Date and:
- PERI may invoice the Customer for all rental payments payable in respect of the minimum Rental Period as per Clause C.7.1;
  - PERI may store the Rental Objects until actual delivery to the Customer. The Customer shall; and/or
  - if PERI has incurred transportation or other costs in connection with delivery of the Rental Objects, PERI may invoice the Customer for such costs.
- 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. 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 Customer is responsible for the transport of the Rental Object if the delivery of the Rental Object is carried out later than the day agreed in the Contract due to reasons for which the Customer is responsible, then the day on which PERI was ready to dispatch the Rental Object is considered the beginning of the Rental Period.
- 7.4 Customer shall bear the risks of using rented material. PERI does not grant suspension or reductions of rent for holidays, bad weather or technical downtimes. PERI's legal liability for breaches of duty hereby remains unaffected.
- 8. Defect claims**
- 8.1 The Customer must notify PERI immediately of any defects in the Rental Object.
- 8.2 PERI is only liable for initial defects if these have arisen due to a circumstance for which PERI is responsible.
- 8.3 If there is a defect in the Rental Object which renders it unsuitable for the use stipulated in the Contract, PERI is also entitled, at its own discretion, to remedy the defect by delivering a new Rental Object. 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 remedy defects itself or have them remedied with PERI's written consent. In this respect, PERI shall only bear the costs that it would have incurred in remedying the defects itself.
- 8.6 In deviation from Clause C.15 damage compensation claims or self-repair 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 objects on which labour is done with the help of PERI's Scaffolds and/or Formwork and to use them in PERI advertisements, along with the name of the Customer, in any form, such as catalogues, prospectuses, on reference lists, on its online homepage (<https://www.peri.ltd.uk/>) social-Media platforms and similar locations. If the builder or architect is entitled to a copyright to the object, the Customer tries to facilitate, at the request of PERI, that PERI obtains the usage rights in question from the Customer's client.
- 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.
- 11. Return Delivery**
- 11.1 The return delivery of the Rental Object ("**Return Delivery**") is carried out by the Customer himself, unless otherwise explicitly agreed in writing at the time of the conclusion of the Contract.
- 11.2 Return Deliveries are carried out at the cost and risk of the Customer. PERI can, if agreed explicitly, arrange transport for the Customer and commission a transport company for this purpose. If the transport company takes over the return transport, then the Customer shall bear the transport risk.
- 11.3 If PERI undertakes the return transport of Rental Object as an ancillary service (Clauses F), then PERI only assigns its claims for damages resulting from the return of the Rental Object against the carrier or forwarder to the Customer. In all other respects, PERI shall be only liable in accordance with Clause C.15.
- 11.4 PERI can determine the type of shipment and the packaging for Return Delivery. At the time of the Return Delivery, the packaging materials delivered by PERI (mesh boxes, Euro pallets etc.) should be used and returned.
- 11.5 Return Deliveries must be made to the PERI rental warehouse mentioned in the Contract (hereinafter referred to as "**Place of Return Delivery**"), unless otherwise specified explicitly.
- 11.6 If the Rental Object is returned, at PERI's request, to a site other than the Place of Return Delivery, then PERI bears any eventual incurred additional transport costs.
- 11.7 Transport insurances are concluded only at the explicit desire and cost of the Customer.
- 11.8 The Customer must return the rental material in its complete, original technical condition without any other damage apart from the normal wear and tear, in a cleaned and reusable condition, dismantled, bundled according to dimensions, palletised and arranged properly for unloading with a forklift.
- 11.9 Mechanical parts like spindles or screws that are greased by PERI before handover must be greased again before these are returned.
- 11.10 The Customer should immediately notify PERI about parts of the Rental Object that are lost or have become useless or damaged during the Rental Period due to use by the Customer as soon as the knowledge about the same is obtained. Those parts of the Rental Object that can no longer be repaired, even after reasonable expense, are considered useless. In addition, the Customer must bear the cost for the disposal of useless parts of the Rental Object.
- 11.11 The Customer must ensure that rented objects of the same type are not mixed. If rental, purchase and other objects are mixed, the Customer must indicate, which are Rental Objects, which are Purchase Items and which are other objects. In case of doubt, PERI has the right to distinguish those objects that are to be regarded as Rental Objects from the mixed properties as per its choice and can demand the return of such Rental Objects at the end of the rental relationship.
- 11.12 The Customer must complete the Return Delivery note provided by PERI regarding the Return Deliveries of the Customer. The number and article description of the parts of Return Delivery sent with a consignment must be listed by the Customer on the Return Delivery note. The Return Delivery note must be handed over to PERI at the latest with the return of the Rental Object, and it must be signed by the Customer.
- 11.13 PERI reserves the right to refuse to accept the return of the Goods if, in PERI's sole opinion:
- the Goods have been loaded onto the vehicle in an unsafe manner that may reasonably be expected to cause damage to the Goods;
  - the Customer has failed to comply with its obligations in clause 11.8; and/or
  - PERI reasonably believes some or all of the goods being returned are not the Goods supplied by PERI to the Customer under the Contract
- in which case the Rental Period shall continue until the Goods have been returned to PERI in a manner reasonably acceptable to PERI.
- 11.14 In the event the Goods are returned to PERI not in good working order and/or damaged beyond reasonable wear and tear (including breakages, cuts or drilling), PERI shall, at its option:
- if such defect is remediable, charge the Customer for all costs incurred in remedying the defect;
  - require the Customer to purchase the Goods in accordance with clause B.II;
  - charge the Customer for all costs incurred by PERI in manufacturing and/or otherwise obtaining replacement Goods; and/or
  - deduct monies from any security deposit paid in accordance with clause A.5.6 in full or part satisfaction of any costs payable by the Customer to PERI under clause 11.14(c).
- 12. Return Delivery check**
- 12.1 After the delivery of the Rental Object to the Place of Return Delivery or another unloading site agreed between the Customer and PERI, the Rental Object is counted and it is verified as to whether it corresponds to the Return Delivery conditions mentioned in Clauses C.11.8 and C.11.9 and to the specifications in the Return Delivery note (hereinafter referred to as "**Return Delivery Inspection**"). Insofar as the normal course of business permits, the Return Delivery Inspection is performed immediately after receiving the Return Delivery.
- 12.2 If the Customer himself or a representative appointed by him is present at the time of the Return Delivery Inspection, then a protocol about the Return Delivery Inspection is prepared. Customer and PERI are to sign the protocol. In case of differences of opinion about the results of the Return Delivery Inspection, the same must be noted in the protocol.
- 12.3 If the Customer himself or a representative appointed by him is not present at the time of the Return Delivery Inspection, then PERI prepares a written report about the Return Delivery Inspection. The Customer has the right to prove that the report prepared by PERI is wrong.
- 12.4 If the Return Delivery Inspection cannot be performed immediately after receiving the Return Delivery due to time constraints or other reasons, then PERI has the right to perform this Return Delivery Inspection at a later time ("**Subsequent Return Delivery Inspection**"). In this case, PERI will document the Return Delivery and prepare a Return Delivery note about the Subsequent Return Delivery Inspection and send it to the Customer.
- 13. Collection**
- 13.1 If the Return Delivery collection by PERI has been agreed, then the Customer must agree with PERI on the exact handover time three Business Days prior to the collection of the Rental Object.
- 13.2 If the Customer cannot arrange the collection 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 collected by PERI on the agreed day and at the agreed time, then the Customer can immediately demand the collection again by phone or in writing.
- 13.4 PERI shall give notice of the collection of the Rental Object in good time. At the time of collection by PERI, the Rental Object should be, as defined in Clauses C.11.8 and C.11.9. It must be loaded carefully at the expense of the Customer. Otherwise, PERI will separately calculate corresponding mandatory waiting periods. If the collection is delayed by more than one hours due to reasons for which the Customer is responsible, then PERI will be separately compensated for the waiting periods exceeding one hour.
- 14. Premature termination of contract**
- 14.1 PERI may terminate the Contract at any time upon giving not less than one month's notice in writing to the Customer.
- 14.2 Without affecting any other right or remedy available to it, PERI may terminate the Contract with immediate effect by giving notice in writing to the Customer if:
- the Customer fails to pay any amount due under the Contract on the due date for payment and fails to make such payment in full within 10 (ten) Business Days after receipt of notice in writing to do so; or
  - the Customer commits a material breach of any of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 10 (ten) Business Days after receipt of notice in writing to do so; or
  - the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or
  - the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
  - (being an individual) the Customer is the subject of a bankruptcy petition or order; or
  - a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 (ten) Business Days; or
  - (being a company) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of

	intention to appoint an administrator is given or if an administrator is appointed over the Customer; or	16.3	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 Contract, deducting a reasonable used parts discount for depreciation of value.
h)	(being a company) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver; or		
i)	a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer; or	16.4	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 Contract. Alternatively, and at PERI's option, PERI can require the Customer to purchase the Rental Object.
j)	any event occurs, or proceedings are taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause c) to Clause i) (inclusive); or		
k)	the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or	16.5	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.
l)	(being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.	16.6	The Customer is obliged to assign its claims against the insurer to PERI upon request in cases of damage.
14.3	PERI can demand advance payment of the rent from the Customer if the lack of payment capability of the Customer is apparent on the basis of objective circumstances and thus the claims of PERI are at risk. The Customer undertakes to inform PERI immediately of the occurrence of material circumstances that query the Customer's performance of the Contract (e.g. suspension of payments, enforcement measures, bill protests, etc.).	16.7	The rental claims of PERI which have arisen until the time of the damage event remain unaffected.
14.4	PERI must demand the advance payment from the Customer as per Clause C.14.3 at the latest by the expiry of the 10th (tenth) of the current calendar month in written form in order to assert the right to advance payment for the following month. If PERI has timely asserted the right to advance payment as laid down in the preceding sentence, then the Customer is obliged to pay the rent for the following month by the 20th (twentieth) of the current month at the latest. The payment according to the preceding sentence is timely made when it is received by PERI within the deadline as per the preceding sentence.	16.8	For the duration of the Rental Period:
14.5	If the Customer is in default with respect to the advance payments for which it is responsible as per Clauses C.14.3 and C.14.4, then PERI has the right to terminate the rental Contract with the Customer as per Clause C.14.1 without any prior notice.	(a)	title to the Goods shall remain with PERI, and the Customer shall have no right, title or interest in or to the Goods (save for possession and use under the terms of the Contract, including any Goods purchased by the Customer in accordance with clause B.II);
14.6	Upon termination:	(b)	the Customer shall not encumber the Goods in any way;
a)	PERI's consent to the Customer's possession of the Rental Object shall terminate and PERI may, without notice and at the Customer's expense, require the Customer to dismantle the Rental Objects and retake possession of the Rental Objects, and PERI and its representatives may enter any premises of the Customer or any third party where the Rental Objects are stored in order to recover them.	(c)	the Customer shall keep the Goods in its possession and under its control, and at the location agreed in the Order;
b)	if the Rental Objects cannot be readily identified by PERI and/or its representatives, PERI may require the Customer to purchase the Rental Objects.	(d)	(if applicable) the Customer may only use the Goods for the purpose agreed between PERI and the Customer;
c)	all outstanding sums payable by the Customer to PERI under the Contract or any other Contract between the Customer and PERI shall become immediately due.	(e)	the Customer shall not remove, deface or obscure any identifying mark on or relating to the Goods;
d)	the Customer shall pay to PERI any costs and expenses incurred by PERI in recovering the Rental Objects and/or in collecting all outstanding sums due pursuant to Clause c).	(f)	the Goods shall not be irrevocably incorporated with other goods. In the event the Customer incorporates the Goods with other goods, the Customer agrees and accepts that PERI's decision as to ownership of such Goods shall be conclusive and binding on the Customer;
e)	by way of compensation, the Customer shall pay to PERI a sum equal to the rental payments that would, but for the termination, have been payable if the Contract had continued, calculated pro rata from the date on which PERI served notice to terminate the Contract until the end of the Rental Period.	(g)	the Customer shall promptly provide PERI with such information relating to the Goods as PERI may require from time to time;
f)	the Customer shall return any materials, equipment and property owned by PERI or its personnel to PERI immediately, and in any event within 5 (five) Business Days of termination.	(h)	the Customer shall, at its own cost, comply with all laws, statutes, regulations and codes of practice applicable to it and its use of the Goods, including health and safety laws;
14.7	In the event that the Customer continues to use the Rented Object after the expiry of the Rental Period, the Contract shall continue to apply to the Customer's use of the Rented Object until the Rented Object is returned to PERI in accordance with clause C11. For the avoidance of doubt, the Customer shall pay the price for the continued use of the Rented Object in accordance with clause A.5 and subject to any price increases notified by PERI to Customer from time to time.	(i)	the Customer shall indemnify, and keep indemnified, PERI in respect of any loss, cost, demand, claim or damages incurred by it arising out of or in connection with any breach of this clause C.16.8.
15.	<b>Liability on the part of PERI</b>	16.9	The Customer shall indemnify PERI against any failure to comply with its obligations under clause C.4 and C.5.
15.1	The provisions of Clause A.8.4 shall apply.	17.	<b>Miscellaneous</b>
16.	<b>Customer's liability</b>	17.1	In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
16.1	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.	<b>D.</b>	<b>Special Terms of PERI for engineering and structural calculation services</b>
16.2	The Customer is liable to PERI for damages in accordance with the statutory provisions if Customer does not return the Rental Object at the end of the rental Contract or does not return the Rental Object in the condition described in Clause C.11.8 and C.11.9, unless the Customer is not responsible for this.	<b>1.</b>	<b>General performance description of engineering and structural calculation services</b>
		1.1	The following services can be the object of engineering and structural calculation services that are to be implemented by PERI:
		1.2	Pre-assembly planning: Pre-assembly planning is the preparation of all joining plans necessary for the use of Formwork and/or Scaffold for the pre-assembly of Formwork and Scaffold (hereinafter referred to as " <b>Pre-Assembly Plans</b> ").
		1.3	Deployment planning: Deployment planning is the preparation of all assembly plans required for the use of Formwork and/or Scaffold.
			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 the Customer's responsibility.
		<b>2.</b>	<b>Engineering and structural calculation services in the field of application of the regulation about the fees for services of architects and engineers' fees</b>
			The fees for services of engineers shall be agreed by the parties in advance of the provision of those services and shall not be reduced.
		<b>3.</b>	<b>Customer's obligations to cooperate</b>
		3.1	The Customer must review the correctness of the assembly and Pre-

- Assembly Plans with regard to the specific project for incorrectness. The Customer must return the assembly and Pre-Assembly 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 defective.
- 4. Price**  
The price of engineering and structural calculation services is subject to the regulations in the Contract
- 5. Liability**  
The provisions of Clause A.8.4 shall apply.
- 6. Rights to results of work**  
6.1 The Customer may only use the results of the engineering and structural calculation services of PERI for the contractually agreed purposes and may not publish them without the express prior consent of PERI. The publication shall always mention the name PERI; any change to the original documents from PERI shall require the express prior written consent. Disclosure of the results of the services to third parties shall likewise require the express prior written consent of PERI.  
6.2 To the extent that the results of the services of PERI are protected by Intellectual Property Rights, PERI shall own such Intellectual Property Rights. In these cases, Customer shall receive, in the context of Clause D.6.1 above, an irrevocable, exclusive and non-transferable licence to use these results in perpetuity. 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. PERI provides the following services with respect to the briefing:  
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.  
1.1.2 The briefing does not replace the risk assessment and assembly instructions of the Customer as per the industrial safety regulation.
- 2. Liability**  
2.1 PERI is not liable for damages that are caused by the Customer through the assembly of Formwork and/or Scaffold executed by the Customer if the damage is based thereon.  
2.2 The provisions of Clause A.8.4 shall apply.
- 3. Rights to results of work**  
The provisions of the Terms pursuant to Clause D.5.1. shall apply accordingly.
- 4. 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 the Formwork pre-assemblies at the PERI site**
- 1. Field of application and Definitions**  
1.1 The Special Terms of PERI for Formwork pre-assemblies at the PERI site apply to pre-assemblies agreed between PERI and the Customer. These must be executed at the PERI site.
- 2. Pre-assembly plans**  
2.1 Pre-assembly plans can be prepared by the Customer or, if commissioned separately, by PERI. If pre-assembly plans are provided to PERI by the Customer, then PERI executes the pre-assembly according to these plans. PERI does not review the pre-assembly plans of the Customer and does not assume any liability for the correctness of the pre-assembly plans provided by the Customer. PERI shall point out to the Customer any obvious defects that prevent PERI from performing the pre-assemblies.  
If the pre-assembly plans are to be prepared by PERI as per the Contract, then the regulations of the Special Terms of PERI for engineering and structural calculation services (Clause D) apply.
- 2.2 If the Formwork pre-assembly is to be executed at the PERI site as per the Contract, then the Customer receives the pre-assembly plans before the beginning of the pre-assembly insofar as PERI has been commissioned by the Customer with the task of preparing the pre-assembly plans.
- 2.3 If the pre-assembly plans are to be prepared by the Customer, then the Customer's pre-assembly plans should include all Specifications required to produce the end product. Besides the geometric form with all necessary dimensions, it should also include the constructional and static connections and the materials and quality characteristics.
- 3. Change in design**  
If the Customer wants to change the pre-assembly plans prepared by PERI or if he orders the changes, these changes are carried out at his own expense insofar as PERI considers them to be possible and reasonable. Subsequent change requests extend the periods in accordance with their effects.
- 4. Execution of the pre-assembly**  
4.1 If the Customer uses its own materials, PERI insofar is not liable for any damage caused by these materials during the pre-assembly.  
4.2 Parts that are provided by the Customer must be in a sufficiently clean and functional condition. If this is not the case, then the Customer must bear additional expenses required such as those for inspection and sorting.
- 5. Approval of the pre-assembly**  
5.1 The Customer or a representative of the Customer is obliged to accept the pre-assembly service as per the Contract as soon as PERI reports the completion of a concluded pre-assembly without delay. Acceptance and/or acceptance of the pre-assembly may not be refused due to minor defects. The Customer must accept the pre-assembly irrespective of the technical or official inspections, which the Customer performs together with a third party.  
5.2 By accepting the pre-assembly, the Customer confirms the functionality and completeness of the total scope of supply.  
5.3 Defects or damages to the objects pre-assembled by PERI must be included in a protocol that is to be prepared together and signed by the Customer and PERI at the time of acceptance.  
5.4 If it is established that the pre-assembly is not done as per the Contract, then PERI is entitled to carry out repair work.  
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 by 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 The provisions of the Clause A.8.4 shall apply.
- 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 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.5.1. shall apply accordingly.

11. **Validity of the Terms of PERI for the sale and renting**  
Apart from this, 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) apply to the use of pre-assembled special Formwork products.
  12. **Miscellaneous**  
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.
- II. Special Terms of PERI for transport services**
1. **General information**  
Only if explicitly agreed in writing, PERI provides transport services with regard to the Purchase Item and/or the Rental Object. In such circumstances, 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 time that the Purchase Item and/or Rental Object leaves the PERI site.
  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 The provisions of Clause A.8.4 shall apply.
  6. **Miscellaneous**  
In all other respects, the provisions of the Terms pursuant to Clause A shall apply.