PERI FORMWORK SCAFFOLDING ENGINEERING (Pty) Ltd
Vat no: 495 025 3601 Reg No: 2009 / 005054 / 07

Head Office
15 Range Road
Blackheath
7581

Tel: +27 (0)21 907 2100
Fax: +27 (0)21 880 0948
www.peri.co.za

CREDIT APPLICATION FOR THE SALE & HIRE OF EQUIPMENT, INCLUDING STANDARD TERMS & CONDITIONS AND DEED OF SURETYSHIP INCORPORATING CESSION OF CLAIMS

Section 1 APPLICANT / CUSTOMER

Name of Company / cc or Sole Trader						
Trading as				ID or Registration No.		
Postal Address			Physical Address			
	Postal Code				Postal Code	
Telephone numbers: Site		Home / Cell		Office		
Email			Fax no.			
Site Contact Person			Site Contact Person			
Please indicate with an X:	Public Company	Private Company	Partnership	Sole Trader	Close Corporation	Trust

Section 2 DIRECTORS / MEMBERS / PARTNERS / OWNERS / TRUSTEES / REPRESENTATIVES

Name		ID No.	
Residential Address			
Name		ID No.	
Residential Address			
Name		ID No.	
Residential Address			
Name		ID No.	
Residential Address			

Section 3 TRADE REFERENCES

Name	Name
Tel	Tel
Terms	Terms
Amount	Amount
Commencement date	Commencement date

Initials	
PERI S.A.	Customer

Section 4 OTHER INFORMATION

Bankers	Branch	Account No.

Do you own your building?			Name of Landlord
Are official orders used?			VAT Registration No.

Maximum credit amount applied for: R	Payment terms 30 days from date of statement Please note that unresolved queries will affect the unused portion of credit limit

Section 5 FOR OFFICE USE

TRADE REFERENCE CHECK

Name	Name
Terms	Terms
Amount	Amount
Status	Status

BANK REFERENCE

Bankers check	Check limit R

CREDIT CLEARANCE LIMIT: R	MAXIMUM CREDIT AMOUNT GRANTED: R

Checked by:

Name (Block letters)	Signature	Name (Block letters)	Signature

Initials	
PERI S.A.	**Customer**

A. General PERI Terms and Conditions of business

1. Scope

1.1 The General **PERI** Terms and Conditions of business (hereinafter referred to as "**Terms**") apply exclusively in the business transactions of **PERI Formwork and Scaffolding Engineering (Pty) Ltd**, with its principal place of business at 15 Range Road, Blackheath 7581, South Africa, a material supplier of goods, (hereinafter referred to as "**PERI**") with the person or company who purchases or leases goods or services from **PERI** as a sophisticated end user not being a consumer (hereinafter referred to as "**Customer**").

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

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

1.3.1 Written Quotations

1.3.2 Order Confirmation(s)

1.3.3 Delivery Tickets

1.3.4 Return Tickets

1.3.5 Stock on Site Reports

1.3.6 Site Balance Reports

1.3.7 the **PERI** price lists:
- Rent / Services
- Purchase / Services

1.3.8 the **PERI** packaging guidelines;

1.3.9 the **PERI** instructions for assembly and use;

1.3.10 the applicable versions of the documents referred to in Clauses A.1.3.1 to A.1.3.9 above are located at **www.peri.co.za** and the Customer hereby acknowledges it is bound thereto, and such variations or substitutions thereof may apply from time to time.

1.3.11 applicable laws and regulations, including but not limited to health and safety as well as requirements in the selection of construction material;.

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

1.4 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 actual statutory provisions form part of these Terms and shall therefore apply irrespective of a corresponding clarification, insofar as they are not directly amended or expressly excluded in these Terms.

2. Definitions

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

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

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

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

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

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

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

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

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

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

3. Conclusion of Contract

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

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

3.3 Each accepted offer shall be a separate agreement governed by these Terms.

3.4 Acceptance of offer by **PERI**, the client is obligated to formally communicate such acceptance of the quote by returning a signed copy of the quote, or via an official letter or email. If acceptance is delivered through any other means (including, texts, WhatsApp or other instant messaging platforms), such communication shall not automatically bind **PERI**. **PERI** reserves the right, in its discretion, to either accept or reject any such alternative means of acceptance but is under no obligation to do so. No binding agreement shall arise from informal communications unless **PERI** explicitly elects to validate and confirm the order in writing.

3.5 If **PERI** accepts the offer by the Customer in accordance with Clause A.1.1 or if the Customer accepts the binding offer by **PERI** within the period in accordance with Clause A.3.1, the respective contract between **PERI** and the Customer shall be deemed concluded ("**Contract**").

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

3.7 All agreements deviating from these Terms, ancillary agreements, supplements and amendments to the Contract concluded between **PERI** and the Customer must be made in writing and signed by a director of **PERI** to become effective. This shall also apply to amendments of this Clause.

4. Payment terms

4.1 Unless payment is made in advance or otherwise agreed to in the Contract, the price for goods or services shall be paid 30 (thirty) calendar days after receipt of an invoice issued by **PERI**. Unless otherwise agreed, payments shall be made in ZAR (South African Rands).

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

4.3 There are no discounts on the invoices, unless otherwise agreed in writing between **PERI** and the Customer.

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

4.5 **PERI** may require the payment of a deposit prior to delivery of the Purchase Item or Rental Objects or any other goods or services in terms of the Contract. In that event, the Customer will be required to lodge such deposit or deposits with **PERI** at **PERI**'s address reflected herein. On termination of each agreement, any outstanding credit in the books of **PERI** will be repaid to the Customer after deduction of all relevant costs and charges related to the hire.

4.6 All payments to **PERI** must be made in cleared funds, in the full invoiced amount and free from any deductions or set-off.

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

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

5.2 During the period of default, the Customer shall pay default interest at a daily rate of 3,5% percent a year above the prime interest rate of the Standard Bank from time to time. Further claims for damages remain unaffected.

5.3 If the Customer fails to make timeous payment on due date of any amount owing to **PERI**, all and any other amounts owing to **PERI** shall immediately become due and payable forthwith, notwithstanding that any applicable credit periods in respect thereof have not yet expired and the monies would not otherwise be due and payable.

5.4 If, after the conclusion of the Contract, it becomes apparent that the Customer's financial situation puts or may put the fulfilment of its contractual obligations at risk (In particular but not limited to in the event of suspension of payments, filing of an application for insolvency proceedings, administration, business rescue, a compromise with creditors, attachment and execution measures), **PERI** is entitled, at its own discretion, to withhold delivery of any goods and/or refuse to provide other services until the Customer has paid the price in advance or provided appropriate security in the form of a bank guarantee, increased deposit, letter of credit or any other form of security which **PERI** reasonably deems necessary, and which must be provided by the Customer to **PERI** on demand by **PERI**. In the event that the Customer does not provide the requested security on demand by **PERI**, **PERI** shall be entitled to terminate this Contract without penalty and in such event the Customer shall not be entitled to any claim for damages.

5.5 A certificate signed by any of **PERI**'s directors or its company secretary or alternatively its credit controller's or duly authorised representative, whose appointment and authority to sign need not be proved, stating the amount owing by the Customer to **PERI** at any time shall, for the purposes of legal proceedings, including the obtaining of summary or provisional judgment, be *prima facie* proof of the facts contained in the certificate, unless the Customer is able to prove the facts incorrect.

5.6 The Customer shall not be entitled to withhold or set-off payment of any amount due to **PERI** under any circumstances, including where the same is the subject of any dispute (which dispute must first by finally resolved by agreement in writing with **PERI**, alternatively be finally determined in accordance in accordance with the terms of the Contract).

5.7 Unless otherwise instructed in writing, **PERI** is entitled in its discretion to appropriate monies paid by the Customer towards any debt owed to it in the order first as to costs, charges or expenses, then interest, and lastly capital.

6. Assignment

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

7. Securities and contract performance guarantee

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

8. Personal Data

8.1 Pursuant to the rights and obligations contained in the Protection of Personal Information Act 4 of 2013 (**"POPI"**):

8.1.1 The Customer (**"Data Subject"**), by agreeing to the terms and conditions contained herein, hereby authorises and consents to the collection, processing, export and storage of the Customer's and/or its employees personal information and/or special personal information as contained in this Contract as a whole by **PERI** (as responsible user), in terms of **PERI**'s Protection of Personal Information Policy, No 001 (**"POPI Policy"**) for the purposes pursuant to the lawful completion, performance and recording of this Contract and any further possible reasonable and lawful purposes as detailed in the POPI Policy.

8.1.2 This consent is effective immediately from the date of signature of this Contract and will endure for the duration of the existence of the contractual relationship between the Customer and **PERI** for a period of 5 years after the termination of the contractual relationship or such other time period as may be provided for in the POPI Policy.

8.1.3 The Customer consents to the further processing of their personal information and/or special personal information where such further processing is compatible with the aforesaid purpose for which the personal information and/or special personal information was originally collected.

8.1.4 By agreeing to the terms of this consent, the Customer expressly and voluntarily consents to the processing of the Customer's personal information for the purpose of direct marketing and, by consenting thereto, acknowledges that the Customer knows and understands that the Customer may receive marketing materials which may include, but is not limited to, sms's, emails, newsletters, advertisements and the like from **PERI**.

8.1.5 The Customer expressly consents to the processing of the Customer's and/or its employee's personal information and/or special personal information by way of the trans-border flow of information. This will occur where personal information and/or special personal information has to be sent to service providers outside of the Republic of South Africa for storage or further processing processes on **PERI**'s behalf. **PERI** undertakes not to send personal information and/or special personal information to another country that does not have information protection legislation of the same standard as POPI in place.

8.1.6 The Customer expressly consents to the electronic transfer and collection of their personal information and/or special personal information by any means, including by e-mail, the details of the security and encryption thereof are contained in **PERI**'s POPI Policy.

8.1.7 The Customer has the right to know what information is being kept, how that information is being used, how long that information will be retained, and when **PERI** will disclose that information. A copy of **PERI**'s POPI Policy is available on **PERI**'s website https://www.peri.co.za, wherein all the above information is readily available.

8.1.8 The Customer has the right to correct his/her personal information and/or special personal information held by **PERI**. **PERI** endeavours to keep your information up to date; however, should any of your details have changed please notify **PERI** of same so that **PERI**'s records remain as accurate as possible.

8.1.9 The Customer has the right to revoke consent given to **PERI** in terms of these terms and conditions at any time. Such revocation should be in writing and addressed to **PERI**'s information officer. Revoked consent is not retroactive and will not affect disclosures of information already made.

9. Confidentiality

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

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

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

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

10. Liability on the part of PERI

PERI shall not be liable towards the Customer or any other person for any loss, damage, claims, demands, liability, costs or expenses of any nature whatsoever and howsoever arising including but not limited to direct, indirect, special or consequential damages, whether based upon *inter alia* lost goodwill, loss of profits, loss of revenue or by reason of any representation (unless fraudulent or through wilful misconduct) or any implied or tacit warranty, condition or term. The Customer acknowledges and accepts the legal effect of the aforegoing provision and hereby indemnifies **PERI** and holds it harmless from any such loss, damage, claims, demands, liability, costs or expenses of the Customer or any other person. This provision shall survive the termination of the Contract and shall be liberally construed in favour of **PERI**.

11. PERI Customer Portal and E-invoicing

11.1 The **PERI** Client Portal is a **PERI** Southern Africa web service where all statements and invoices are issued electronically by **PERI**, for all supplies made and services delivered to the Customer and such electronic statements and invoices are made available online to the Customer. These Terms of this Clause 11 shall govern and apply to

all electronic statements and invoices transmitted electronically to the Customer through the **PERI** Client Portal. In addition to electronic statements and invoices, electronic copies of delivery and return notes are also available on the **PERI** Client Portal. All other existing contractual terms between **PERI** and the Customer shall remain unchanged and in full force.

11.2 The **PERI** Client Portal is only available to the Customer under the subject to the condition that the Customer has accepted the terms and conditions set forth in this Clause 11. By accepting the provisions of this Clause 11, the Customer accepts that **PERI** will send or make electronic statements and invoices available by electronic means. **PERI** reserves the right to change or discontinue, permanently or temporarily the service at any time without prior notice. **PERI** will in that case continue to provide the statements and invoices in paper form or via e-mail or any other means of communication. **PERI** will not be liable to the Customer or any third party for any modification or discontinuance of the service.

11.3 By accepting the terms of this Clause 11, **PERI** Client Portal, the Customer agrees and consents, to receive its statements and invoices electronically via the **PERI** Client Portal which shall be equivalent of their current paper based counterpart. This secure online service is provided at no additional cost to the Customer.

11.4 The username and password are the means through which the Customer accesses its account on the **PERI** Client Portal. The Customer acknowledges and agrees that it is the responsibility of the Customer to prevent any unauthorized use, including use by its employees, agents and legal representatives, of the unique username and password which the Customer selects.

11.5 The Customer will be responsible for maintaining the security of its account and keeping its username and password confidential and secure, and the Customer is fully responsible for all activities that occur under its account and in connection with the Customer's use of the **PERI** Client Portal. The Customer agrees to notify **PERI** immediately of any unauthorized use of its account or any other breaches of security. The Customer acknowledges and agrees that **PERI** cannot and will not be liable for any loss or damage resulting from the Customer's failure to comply with this security obligation, from shared or unsecured user names and passwords, or for any acts or omissions, of the Customer or any of its employees, agents, assignees or e-mail users, including any damages of any kind incurred as a result of such acts or omissions.

11.6 To receive this service the Customer must designate a billing e-mail address. The Customer agrees to continually maintain this billing e-mail address and inform **PERI** immediately of any changes to such email address. The Customer will receive a monthly **PERI** email notification on this billing e-mail address indicating that statements and invoices are available to the Customer for access and/or download. This will be the only means by which **PERI** will inform you that electronic statements and invoices are available for access and/or download.

11.7 The Customer will review the contents of its electronic mailbox regularly for the purposes of receiving e-mail notifications. In the event that for any reason the Customer is unable to access the **PERI** Client Portal or a statement or invoice is received in an unintelligible form, the Customer shall immediately contact **PERI** and may request a duplicate copy of the Invoice.

11.8 The electronic statements and invoices will be held online and made available to the Customer. **PERI** shall archive electronic statements and invoices in its original electronic format, guaranteeing the authenticity of origin, integrity of the content and readability. After sending or making available of the electronic statements and invoices, all electronic statements and invoices will be securely archived by **PERI** in a way that is fully compliant with all relevant laws and regulations, for a maximum of seven years or such other period specified in such law and/or regulation. The electronic statements and invoices and their digital signatures may be saved via the Customer's Internet Browser.

11.9 The Customer agrees to defend, indemnify and hold harmless **PERI**, its subsidiaries, affiliates, officers, directors, agents, partners, employees and attorneys for any loss, liabilities, damages, costs or expenses, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising out of or related to the (i) use of or connection to the **PERI** Client Portal, (ii) use of any domain name; (iii) Customer's content; (iv) Customer's breach or violation of any term, condition, representation or warranty of this Clause 11; or (v) Customer's violation of any rights of others.

11.10 The terms of Clause 10 above shall apply, *mutatis mutandis*, to any loss, damage, claims, demands, liability, costs or expenses of any nature whatsoever and howsoever arising by either party arising from or connected with the use of the **PERI** Client Portal, including any loss or corruption or destruction of data and/or any loss arising from the transmission of viruses, malware or cyber-attack.

11.11 **PERI** is entitled to change the terms, related to the **PERI** Client Portal and E-invoicing, at any time. Should **PERI** change the terms, the Customer will be notified of the changed terms. In such circumstances the Customer's further use of the **PERI** Client Portal constitutes acceptance of the amended terms.

12. Price Escalation and Rate Adjustments

12.1 The prices, rates, or standard price list of **PERI** valid at the time of contract conclusion or order confirmation shall be binding.

12.2 **PERI** reserves the right to review and adjust all fees, rates, and pricing (including but not limited to equipment rental rates, transport charges, labor rates, and prices for specials/custom fabrications) on an annual basis or upon thirty (30) days' written notice to the Client.

12.3 The Customer shall have fourteen (14) days from the date of receiving **PERI**'s notice to raise any objections or engage in discussions regarding the adjustment in writing. If the Customer fails to submit a written objection within this fourteen (14) day window, the adjusted rates shall be deemed fully and unconditionally accepted by the Customer

12.4 In the event the Customer expressly rejects the adjustment within the permitted timeframe and no mutual agreement is reached prior to the effective date, **PERI** may, at its sole discretion, implement any or all of the following remedies:

12.4.1 Demand the immediate decommissioning and return of all rental materials at the Customer's sole risk and expense;

12.4.2 Immediately withdraw and terminate all site labor services without liability or penalty; and/or;

12.4.3 Cancel or suspend any unexecuted or undelivered portions of equipment sales or specialized engineering solutions;

12.4.4 If the Customer fails to promptly return the rental materials , continues to occupy the scaffolding assets, or continues to utilize **PERI**'s labor or specialized services following an objection, the revised rates shall apply in full from the original effective date specified in **PERI**'s notice

12.5 Price adjustments may be implemented to reflect increases in the cost of conducting business, including but not limited to:

12.5.1 Changes in the Consumer Price Index (CPI) or relevant industry producer price indices;

12.5.2 Increases in statutory labor costs, minimum wages, or collective bargaining agreements;

12.5.3 Fluctuations in the market cost of raw materials (specifically steel, aluminum, and timber); and

12.5.4 Increases in fuel, transport, or logistical costs.

12.6 **PERI** reserves the right to review and adjust all such fees, rates, and pricing as per paragraph 12.4 above twelve (12) months after the commencement of the contract or transaction (calculated from the date of initial delivery or service activation), and annually thereafter on the anniversary of such initial date.

12.7 Any adjusted rates shall apply automatically from the first day of month thirteen (13) of the applicable transaction period and from each subsequent annual review date.

12.8 For the avoidance of doubt, any price escalation implemented under this clause shall apply immediately to all ongoing hires, active labor placements, and unexecuted portions of project specials upon expiration of the notice period.

13. Cession of claims

13.1 The Customer and surety hereby jointly and severally, irrevocably and *in rem suam* (concerning (in) one's own affairs) cedes and assign as a pledge unto and in favour of **PERI**, all the right, title, interest in and to all claims of whatsoever nature and description and howsoever arising which the Customer and/or surety may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnership, associations, syndicates and other legal personae whomsoever without exception as continuing covering security for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Customer and/or surety from whatsoever cause or causes arising, it being acknowledged that this cession is a cession *in securitatium debiti* (as security for the debt) and is not an out-and-out cession.

13.2 Should it transpire that the Customer and/or surety entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the claims which will from time to time be subject to this cession, then this cession shall operate as a cession of all the Customer and/or surety's reversionary rights.

13.3 This cession shall be and remain in full force and effect as a continuing security notwithstanding any fluctuation, or temporary extinction of the Customer and/or surety's indebtedness to **PERI**.

13.4 For the purpose of giving effect to the aforegoing, cession both the Customer and surety hereby nominate, constitute and appoint **PERI** to be its attorney and agent, *in rem suam* (concerning (in) one's own affairs), with full authority for the Customer and/or surety and in the Customer and/or surety's name to demand, sue for, recover and receive all sums of money hereby ceded and assigned and with the authority to sign all documents on the Customer and/or surety's behalf and in the Customer and/or surety's name in connection with the recovery of the said sums and to give acquittances and receipts for the Customer and/or surety's.

13.5 The Customer and surety agree that, on request by **PERI**, they shall be obliged to hand over to **PERI** all books of account, contracts, invoices, documents and the like which it may require for the purposes of ascertaining the amounts due to the Customer and/or surety for the

purpose of recovery of payment.

13.6 The Customer and surety shall be obliged to furnish **PERI** with a schedule of all debts due to the Customer and/or surety by its debtors monthly and upon demand. Notwithstanding the aforegoing, **PERI** or its nominee shall at all times be entitled to inspect all or any of the Client and surety's records as **PERI** deems fit. Failure by either party to give effect to the aforegoing shall not in any way prejudice the rights of **PERI** hereunder, and **PERI** shall at all times be deemed to have perfected its security in terms.

13.7 Should **PERI** cede its claim against the Customer and surety to any third party ("the Cessionary"), then the above cession of claims and deed of suretyship shall be deemed to have been given by the Customer and surety to such Cessionary as continuing covering security for the due payment of every sum of money which may at the time of such cession or at any time thereafter be or become owing by the Customer and surety to the Cessionary (whether acquired the Cessionary by way of cession or otherwise), and such Cessionary shall be entitled to exercise all rights in terms of the cession of claims and deed of suretyship as if such Cessionary were **PERI** hereunder.

13.8 The Customer agrees that if one Clause is found to be invalid, this invalid Clause does not affect the validity of the remainder of the Contract or these Terms.

14. Applicable law

The Contract, these Terms and all matters arising therefrom or connected therewith shall be exclusively interpreted according to and governed by the laws of the Republic of South Africa.

15. Place of Jurisdiction and Performance

15.1 The South African courts shall have exclusive jurisdiction to determine any claim sounding in money with a value below ZAR1,000,000 (one million rands) between the parties arising from or connected with the Contract or these Terms, in which event the parties hereby consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act 32 of 1944, that has jurisdiction over them in terms of Section 28 of the aforementioned Act, but without depriving the parties from their rights to approach any competent court with jurisdiction, including the High Court, for any relief ancillary or interim to such proceedings.

16. DISPUTE RESOLUTION

16.1 The Parties agree that they will use their best endeavours to resolve any conflict or disagreement in terms of this Agreement prior to following the provisions hereunder.

16.1.1 This clause is a separate divisible agreement from the rest of this Agreement and shall, not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, lack of authority or any other cause relating in substance to the rest of the Agreement and not to this clause,

16.1.2 Remain in effect even if this Agreement terminates or is cancelled.

16.2 Any dispute arising out of or in connection with this Agreement or the subject matter of this Agreement, including without limitation any dispute concerning:

16.2.1 the existence of this Agreement apart from this clause;

16.2.2 the interpretation and effect of this Agreement;

16.2.3 the Parties' respective rights and obligations under this Agreement;

16.2.4 the rectification of this Agreement

16.2.5 the breach, termination or cancellation of this Agreement or any other matter arising out of the breach, termination or cancellation

16.2.6 damages in Delict, compensation for unjust enrichment or any other claim, whether or not the rest of this Agreement apart from this clause is valid and enforceable –

Shall be referred to mediation in accordance with clause 16.3 below.

16.3 If the Parties are unable either to agree on a mediator or to resolve the dispute by way of mediation within 7 (seven) days of any Party requesting in writing that the dispute be resolved by mediation, then the dispute shall either be submitted to a Court bearing jurisdiction (at the behest of the referring party), alternatively decided by arbitration in accordance with clause 16.4. Any mediator appointed by the Parties shall act as an expert in terms of this Agreement.

16.4 If any other dispute, disagreement or claim concerning this Contract or these Terms (including any claim regarding its termination or claim sounding in money with a value at or above ZAR 500 000.00 (Five Hundred Thousand rands) arises between the parties ("Dispute"), the parties shall refer the Dispute to arbitration for final resolution.

16.5 The Parties agree to the appointment of an arbitrator who shall be an advocate practising in the relevant jurisdiction as listed in clause 16.5.1 to 16.5.2 below as follows:

16.5.1 10 years of experience if a claim has a monetary value of ZAR 1 million Rand or more

16.5.2 5 years of experience if a claim has a monetary value of ZAR 500 000.00 Five Hundred Thousand Rand or more,

16.6 A request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of which the party concerned is aware, suggesting suitable nominees for appointment.

16.7 If agreement is not reached within 10 days after either party in writing calls for agreement per clause 16.4 above, the arbitrator shall be an advocate nominated by the Chairperson of the relevant Society of Advocates for the time being.

16.8 The parties shall endeavour to ensure that the arbitration is completed within 90 days after notice requiring the claim to be referred to arbitration is given. However, the completion of the arbitration shall at all times be subject to the overriding discretion of the arbitrator.

16.9 The Parties agree that **PERI** will be entitled to nominate the seat and place of the Arbitration subject to the below provisions:

16.9.1 In the event that the cause of action arose in the Western Cape, Eastern Cape, Kwa-Zulu Natal (the Coastal Region) then the seat and place of the Arbitration will be in Cape Town.

16.9.2 In the event that the cause of action arose in Gauteng, Limpopo Province, North-West Province or Mpumalanga, (the northern Inland Region) then the seat and place of the Arbitration will be in Pretoria.

16.9.3 In the event that the cause of action arose in the Free State or the Northern Cape, (the central inland Region) then the seat and place of the Arbitration will be in Bloemfontein.

16.10 The arbitration shall be governed by the Uniform Rules of Court (as amended) (save for the rules providing for appeals), provided that all time periods set forth in the Uniform Rules of Court shall be halved (i.e. 50% of the usual days) and the arbitrator's overriding discretion (after hearing the parties) to regulate the proceedings.

16.11 The arbitrator will:

16.11.1 Have such powers as are conferred upon an arbitrator by law.

16.11.2 Sit as though a Judge of the High Court in relation to matters of law.

16.11.3 Apply the law of the Republic of South Africa, including formal rules of evidence; and

16.11.4 Have the power to hear and determine any interlocutory matters.

16.12 The parties agree that a full record of the evidence shall be kept and produced and that each party shall be liable for half of the cost of keeping and producing the record, payable on demand by the relevant recording and transcribing service.

16.13 If any party demands within 7 days payment of the 50% from the other party and the party remains in default of payment then the defaulting party will be excluded from further proceedings in the arbitration.

16.14 The arbitrator's remuneration shall be determined at a pre-arbitration meeting prior to the commencement of the arbitration, it being specifically agreed that each party shall pay half of the total estimated fees of the arbitrator within seven days of him/her notifying the parties of said estimated remuneration, which payment shall be made into the account nominated by the arbitrator.

16.15 The parties irrevocably agree that the decision in these arbitration proceedings:

16.15.1 shall be final and binding on them;

16.15.2 shall be carried into effect; and

16.15.3 may be made an order of any court of competent jurisdiction.

16.16 The provisions of this Clause 16 will not preclude any party from bringing any proceedings for urgent relief in a competent court pending arbitration in terms of this Clause 16,

16.17 The provisions of this Clause 16 shall survive the termination of the Contract and these Terms.

16.18 The determination of the arbitrator shall be final and shall not be capable of appeal.

16.19 The arbitrator shall be entitled to make an order for the payment of costs, including a punitive cost order, which costs:

16.19.1 Shall be determined on the tariff as applied by the Taxing Master of the High Court of South Africa in the relevant division by

16.19.2 A cost consultant agreed to between the parties, who shall act as a Taxing Master in the arbitration proceedings contemplated herein

16.19.3 In the event the parties are not able to agree on the appointment of the arbitration cost consultant, the arbitrator shall in his/her sole discretion appoint a suitably qualified cost consultant from a list of three nominees provided by each party; and

16.19.4 The allocatur signed by the arbitration cost consultant will have the same effect as an allocatur signed by the Taxing Master of the High Court.

17. Termination and Breach

17.1 In the event of the Customer failing to pay any amount on due date or in the event of the Customer failing to comply with any of its obligations in terms of this Agreement **PERI** shall be entitled to:

17.1.1 Either insist on specific performance of the obligations of the Customer, alternatively,

17.1.2 Without notice to the Customer cancel the agreement, repossess the goods and claim such damages as it may suffer resulting from the said breach.

17.2 Without derogating from the provisions of the preceding clause and while the amount is still payable to **PERI**, **PERI** shall be entitled to immediately repossess the goods in the event of the following events occurring:

17.2.1 The estate of the Customer is provisionally or finally liquidated or sequestrated.

17.2.2 The Customer commits an act of insolvency as defined in the Insolvency act or **PERI** forms the reasonable belief in all the circumstances that the Customer is unable to pay its debt in the ordinary course of business, or,

17.2.3 The Customer enters or attempts to enter into a compromise with its creditors

17.2.4 The Customer enters voluntary into business rescue proceedings or files a resolution to commence business rescue proceedings.

17.2.5 In the event of **PERI** being unable to repossess the goods due to the following:

- The goods has been lost.

- The Customer being unable to return the goods.

- The goods being damaged beyond repair.

17.2.6 **PERI** will be entitled to invoice the Customer the replacement value of the goods as per **PERI**'s current and prevailing price list. The Customer hereby irrevocably agrees that the invoice referred to herein constitutes a fair and reasonable replacement value of the goods and the damages **PERI** has suffered.

17.2.7 **PERI** will be entitled to and the Customer irrevocably agrees that any repossession costs, which costs include but is not limited to transportation, labour, travelling charges dismantling charges will be invoiced to the customer and the customer is solely responsible for the damages incurred by **PERI** for the repossession of the goods.

18. Miscellaneous

18.1 The provisions in these Terms are severable and if individual provisions of these Terms are or become invalid, this shall not affect the validity of the remaining provisions.

18.2 In the event of any conflict between the provisions in this Clause A (on the one hand) and the provisions of Clause B and Clause C (on the other hand), the provisions of Clause A shall take precedence. Save as aforesaid, the remaining provisions of Clauses B and C shall apply.

18.3 This Agreement contains the entire agreement between the Parties. Neither Party will have any right or remedy arising from any undertaking, warranty, or representation not included in this document.

18.4 These Terms and any Contract cannot be varied, added to, or cancelled by agreement otherwise than by means of a further written agreement between the parties signed by them.

18.5 No relaxation of the Terms and any Contract and no indulgence which one party may grant to the other, will in any way operate as an estoppel against the former party or be deemed to be a waiver of such party's rights, or in any other way limit, alter, or prejudice those rights.

18.6 Terms which have not been included herein and in the agreement documents referred to herein, including implied or tacit terms, do not form part of the agreement between the parties and no waiver of nay of the terms or conditions of the agreement shall be binding on the parties unless reduced to writing and signed by all parties thereto.

18.7 The Customer irrevocably agrees that it has not been induced to enter into this agreement.

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

I. Special PERI Terms for the sale of New Goods

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

1. Written Quotations & Orders

1.1 Quotation(s) and these Conditions comprise all the terms of Sale between **PERI** and the Customer to the exclusion of all other terms and conditions, including without limitation any of those which the Customer may purport to apply under any purchase order, confirmation of order or other similar document.

1.2 No conduct of **PERI** or any of its employees shall constitute an acceptance of any terms of the Customer, and no addition and/or variation of these terms and conditions shall be binding on **PERI** unless it is agreed to and reduced to writing and signed by a director of **PERI**.

1.3 A verbal, faxed or e-mailed instruction by the Customer to deliver the goods noted in the Quotation will constitute acceptance of the Quotation and these terms and conditions.

1.4 For the avoidance of any doubt any written order or purchase order or similar document of the Customer containing terms and conditions of the Customer will not be binding on **PERI** and will not vary any of the terms and conditions contained herein.

1.5 Upon acceptance of the written quotation a **PERI** representative will prepare an order confirmation document that will constitute prima facie evidence of the following:

1.5.1 The Customer numbers

1.5.2 The Written Hire Quotation number

1.5.3 The acceptance by the Customer

1.5.4 The delivery address

1.5.5 The date of delivery

1.5.6 The item code

1.5.7 The item description

1.5.8 The item quantity

1.5.9 The list price per item

1.5.10 The weight of the goods

1.5.11 The square meter area of the goods

1.6 The Customer accepts that the order confirmation document prepared by **PERI** will constitute in terms of legal proceedings prima facie evidence of the facts contained in clause 1.5 including all its sub-clauses referred to above.

2. Dates and Deadlines.

2.1 When the goods are ready for collection, **PERI** will give the Customer notice of readiness for collection. It is the Customer's obligation to provide **PERI** with 48 hours written notice that:

2.1.1 The Customer intends to collect the goods, on the dates as provided for in its written notice to **PERI**;

2.1.2 the Customer intends to contract a third-party transporter to collect the goods, on dates as provided for in its written notice to **PERI**.

2.1.3 The Customer requests **PERI** to provide transport of the goods to its site or delivery address, which transport will be quoted separately and agreed to by the Customer accepting that time will not be considered of the essence.

2.2 **PERI** will endeavour to have the goods ready for delivery or collection by the date agreed for delivery or collection in accordance with 2.1. above but shall not incur any liability whatsoever nor shall the Customer be entitled to terminate the Contract, by reason of **PERI**'s failure to deliver or have available for collection by the agreed date.

2.3 **PERI** is entitled to sub-contract its transport of the goods to the Customer to third party carriers. 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, provided that the reasons for the supplier's failure to make the delivery, to make it correctly or on time does not lie within **PERI**'s area of responsibility.

2.4 Partial deliveries on the part of **PERI** are permissible, provided that their acceptance is not unreasonably withheld by the Customer. Each partial delivery can be invoiced separately

3. Passing of Risk and Delivery

3.1 Whilst ownership in the goods shall at all material terms vest in **PERI**, all risk pertaining to the goods whether it is loss, damage, destruction or otherwise shall pass to the Customer upon the goods leaving **PERI**'s premises.

3.2 All risk pertaining to the goods collected by the Customer, whether it is loss, damage, destruction or otherwise, shall pass to the Customer upon loading of the equipment unto the Customer's transport vehicle.

3.3 All risk pertaining to the goods collected by the Customer' third party transporter whether it is loss, damage, destruction or otherwise shall pass to the Customer's transporter upon loading of the equipment unto the Customer's third-party transporter's vehicle.

4. Handover

4.1 **PERI** will prepare a delivery note to be issued for the Purchase Item(s), which delivery note will include all the information contained in B 1.5.

4.2 While handing over the Purchase Item, the delivery note created as per Clause B.I.4.1 should be signed in duplicate by the Customer or a representative of the Customer and by **PERI**. **PERI** and the Customer each receive a copy of the delivery note.

4.3 **PERI** will prepare an electronic Delivery ticket to be e-mailed to the Customer, which delivery ticket will constitute prima facie evidence of the following:

4.3.1 The Customer number

4.3.2 The Written Hire Quotation number

4.3.3 The acceptance by the Customer

4.3.4 The delivery address

4.3.5 The date of delivery

4.3.6 The item code

4.3.7 The item description

4.3.8 The item quantity

4.3.9 The list price

4.3.10 The weight of the goods

4.4 The Customer accepts that the Delivery Ticket prepared by **PERI** will constitute in terms of legal proceedings prima facie evidence of the facts contained in clause 4.3 including all its sub-clauses referred to

above

4.5 As **PERI** has no control over the internal procedures of the Customer, if a delivery note is signed on behalf of the Customer, the person so signing shall be irrefutably deemed to have authority to accept delivery on behalf of the Customer and to sign the delivery note.

4.6 Unless the Customer disputes in writing that proper delivery was made to it before 5pm on the day following the day on which delivery took place, it shall be deemed that all the Purchase Items reflected on the delivery note were in fact delivered in good order and condition.

4.7 The dispute referred to in clause 4.5, must be set out clearly and concisely. The Customer must identify with specificity each item it disputes and its ground of dispute, in terms of clause 4.3 inclusive of all its sub-clauses. Should the Customer fail to properly specify or substantiate its dispute, **PERI** shall be entitled in its discretion to reject the Customer's dispute.

5. Prices

5.1 The price of the Purchase Item results from Contract (Clause A.1.1).

5.2 If the Purchase Item consists of several individual parts, as listed in the written quotation and order acceptance then the total purchase price and the price to be referred for the settlement result from multiplying the quantity and the purchase price of the Purchase Item.

5.3 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. If the overall price increase is above 10 % (ten percent), the Customer can withdraw from the Contract in writing to **PERI**, provided it withdraws within two weeks after receipt of the notification of the price increase.

6. Retention of title and transfer of ownership

6.1 The Purchase Item remains the property of **PERI** until the purchase price and all other sums due to **PERI** in terms of this Contract has been paid in full. In the case of current invoices, **PERI** shall use the Reserved Goods as security for **PERI**'s balance invoice as security for all other sums due to **PERI** in terms of this Contract.

6.2 Until the purchase price has been paid in full, the Customer shall insure the goods against all loss or damage and pay all the premiums in connection with such insurance on due date. The policy shall be ceded to **PERI** which shall be entitled to call for proof that the premiums thereunder are paid on due date and proof that the **PERI** has been endorsed as the policy beneficiary.

6.3 If the Customer fails to comply with clause 6.2 above, **PERI** shall be entitled but not obliged in its discretion to insure the goods, pay the premiums and recover the premiums from the customer.

6.4 **PERI**'s retention of title under this Contract shall not be extinguished by virtue of payment of the price of the Reserved Goods but only upon payment of all other sums due to **PERI** in terms of this Contract as stated in Clause B.6.1.

6.5 The Customer shall keep the goods free from attachment, liens, or any encumbrance whatsoever.

6.6 The Customer shall not be entitled to sell or dispose of the goods.

6.7 The Customer shall not be entitled to change or modify the goods nor to use them for any other purpose other than the purpose for which they were designed. The Customer shall strictly follow **PERI**'s instructions on assembly and use instructions from **PERI**.

6.8 **PERI** or its appointees shall at all reasonable times, be entitled to inspect the goods and the Customer hereby irrevocably consents that **PERI** may enter its premises or site where the goods are kept.

6.9 The Customer must assist **PERI** or its nominees with all or any inductions, permissions to access to site list of PPE and will in absolute good faith ensure that **PERI** has undisturbed access to conduct its inspection of the goods.

6.10 The Customer shall keep the Reserved Goods in good order and at its own cost, repair all damage to the Reserved Goods failing which **PERI** shall be entitled to effect such repairs and recover the cost thereof from the Customer, whether during the currency of the Contract or after its termination.

6.11 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, administration, business rescue, a compromise with creditors, attachment and execution measures, the right to resell, use or install the Reserved Goods and the authorization to collect the assigned claims shall expire. In this case, **PERI** is entitled to collect its Reserved Goods.

6.12 **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.

6.13 **PERI** and the Customer shall agree in writing on 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.

6.14 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.

6.15 Ownership of the goods will vest in **PERI** until such time that the Customer has paid the full purchase price and any other ancillary charges of **PERI**.

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

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

7.1 The quality of the Purchase Item shall be exclusively the specification, which is the subject of the individual Contract. It is the responsibility of the Customer as a sophisticated end user to check whether the Purchase Item is suitable for the purposes it wishes to use it for, **PERI** providing no warranty or guarantee to the Customer in this regard.

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 in writing by **PERI**. 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, and (ii) are expressly designated as a "guarantee" or "quality guarantee" and (iii) expressly stipulate the obligations resulting for **PERI** from such a guarantee.

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

8. Rights in case of defects

8.1 Complaints in respect of defects with Purchase Items must be made in writing to **PERI**, stating the specific defect.

8.2 The Customer acknowledges that complaints in respect of the defects will only be considered if those defects are measured in terms of **PERI**'s rental criteria for the goods.

8.3 The Customer agrees that **PERI**'s rental criteria are the foundation of measurements of defects as **PERI** is the OEM of the manufactured goods.

8.4 The Customer further agrees that any defect that does not conform to either **PERI**'s rental criteria alternatively the SANS 10085-1:2004 will not be considered a defect and **PERI** may reject same in its discretion.

8.5 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) days of delivery.

8.6 Acceptance and/or acceptance of the Purchase Item may not be refused due to minor defects.

8.7 **PERI** may request any maintenance schedule alternatively legislated inspection records, which records are to be provided on demand by the Customer to **PERI** to consider whether the defect is a manufacturing defect or a defect due to improper use or operator abuse.

8.8 In the event of improper use or operator abuse **PERI** is entitled to reject any claims from the Customer.

8.9 Peri has 14 days to assess a defect whereafter **PERI** may communicate either its acceptance or rejection of a defect in writing to the Customer.

8.10 Warranty claims become statute-barred 6 (six) months after transfer of risk (warranty period). Claims due to defects notified belatedly are excluded.

8.11 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.

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

8.13 If New Goods are defective, **PERI** shall, at its own discretion, deliver a

new item or repair the defective New Goods. In the event of rectification, the remaining part of the original warranty period shall commence with the return of the rectified New Goods, which shall apply in the case of subsequent delivery. Used Goods are accepted by the Customer in the condition they are delivered and, in the case of defects, will be repaired but not replaced.

8.14 In the event of subsequent delivery of repaired or replaced Purchase Items, the Customer must return the defective Purchase Item to **PERI** in accordance with the terms of this Contract

8.15 The retention of title in accordance with Clause B.I.0 also applies to the parts to be replaced as part of the subsequent delivery.

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

8.17 **PERI** is excluded from liability if the Customer does not use the Purchase Item in accordance with the respective valid instructions for assembly and use provided by **PERI**, to the extent the damage is based thereon. Besides, **PERI** does not vouch for the compatibility and safety of third-party components and accessories not sold or hired by **PERI** that are used in connection with the Purchase Item.

9. Miscellaneous

In the event of any conflict between the provisions of Clause A (on the one hand) and the provisions of Clause B.I (on the other hand), the provisions of Clause A shall take precedence. Save as aforesaid, the remaining provisions of Clause B 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. A Rental Purchase

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

Subject to Clause A.10, the sale of Used Goods by **PERI** excludes any defect claims and liability, the purchase of Used Goods being otherwise made "as inspected" and sold "voetstoots", without any other warranties or guarantees express or implied save as provided in these Terms and the Contract.

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

Subject to the provisions of this Clause B.II, the Special Terms for the sale of New Goods (Clause B.I) shall otherwise apply accordingly.

4. Miscellaneous

In the event of any conflict between the provisions of Clause A (on the one hand) and the provisions of Clause B.II (on the other hand), the provisions of Clause A shall take precedence. Save as aforesaid, the remaining provisions of Clauses B.II shall apply.

III. Special Terms of PERI for the Export and Sale of Formwork and Scaffolding.

if the Customer Purchases new goods from **PERI** which goods are intended to be exported, the following provisions will apply.

The terms and conditions of B I will apply mutatis mutandis to this section and are incorporated by reference.

1. Dates and deadlines – Export Provisions

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 written form (letter, fax, e-mail).

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

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

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

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

2. Passing of risk, shipping – Export Provisions

2.1 Subject to clause 2.5 below, **PERI** delivers FCA following Incoterms 2020 from the designated **PERI** warehouse.

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

2.3 Only if explicitly agreed in an individual case that **PERI** takes over transportation of the Purchase Item, Clause F.III 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, shipping and freight.

3. Acceptance – Export Provisions.

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

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

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

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

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

1. Preamble

1.1 The Customer acknowledges that the letting of scaffolding, formwork and components (the goods) constitutes major part of **PERI**'s business operations.

1.2 **PERI** maintains a continuously circulating rental inventory of goods which is deployed, inspected, serviced, refurbished and re-issued as operational demands require.

1.3 The Customer acknowledges that the rental relationship created under these terms and conditions is for the temporary use of such rental goods and does not create any entitlement to receive new goods.

1.4 The Customer acknowledges that the rental relationship does not alter the nature of **PERI**'s rental operations or its need to preserve and sustain adequate good's availability to meet ongoing commercial and project requirements.

2. Nature of the Rental Object

2.1 The Rental Object before delivery to the Customer has been checked in terms of **PERI**'s rental criteria and have been subjected to **PERI**'s Care Guidelines to ensure it is satisfactory and functional.

2.2 Any additional requirements for the Rental Object should be agreed

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

3. Written Hire Quotations & Orders

3.1 Quotation(s) and these Conditions comprise all the terms of hire between **PERI** and the Customer to the exclusion of all other terms and conditions, including without limitation any of those which the Customer may purport to apply under any purchase order, confirmation of order or other similar document.

3.2 No conduct of **PERI** or any of its employees shall constitute an acceptance of any terms of the Customer, and no addition and/or variation of these terms and conditions shall be binding on **PERI** unless it is agreed to and reduced to writing and signed by the parties.

3.3 A verbal, faxed or e-mailed instruction by the Customer to deliver the goods noted in the Quotation will constitute acceptance of the Quotation and these terms and conditions.

3.4 For the avoidance of any doubt any written order, purchase order's or similar worded documents from the Customer containing terms and conditions of the Customer will not be binding on **PERI** and will not vary any of the terms and conditions contained herein.

3.5 Upon acceptance of the written hire quotation a **PERI** representative will prepare an order confirmation document that will constitute prima facie evidence of the following:

3.5.1 The Customer numbers

3.5.2 The Written Hire Quotation number

3.5.3 The acceptance by the Customer

3.5.4 The delivery address

3.5.5 The date of delivery

3.5.6 The item code

3.5.7 The item description

3.5.8 The item quantity

3.5.9 The list price per item

3.5.10 The weight of the goods

3.5.11 The square meter area of the goods

3.6 The Customer accepts that the order confirmation document prepared by **PERI** will constitute in terms of legal proceedings prima facie evidence of the facts contained in clause 3.5 including all its sub-clauses referred to above

4. Calculation and Assignment

4.1 The agreed rent applies for the minimum rental period as per Clause C.C.8.1.

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

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

4.4 The rent per calendar day is calculated from the rent agreed for the minimum rental period divided by 30 (thirty). Therefore, for example, if the agreed rent for a Formwork component for a minimum rental period of 1 (one) month is ZAR [300], then the rent is calculated as follows for 1 (one) calendar day:
ZAR [300] ./. (1 x 30 days) = ZAR [10].

4.5 The beginning and end of the rental period are regulated in Clause C.8.

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

5. Dates and Deadlines

5.1 When the goods are ready for collection **PERI** will give the Customer notice of readiness for collection. It is the Customer's obligation to provide **PERI** with 48 hours written notice that:

5.1.1 The Customer intends to collect the goods, within 5 days on the dates as provided for in its written notice to **PERI**;

5.1.2 the Customer intends to contract a third-party transporter to collect the goods, on dates as provided for in its written notice to **PERI**.

5.1.3 The Customer request **PERI** to provide transport of the goods to its site or delivery address, which transport will be quoted separately and agreed to by the Customer accepting that time will not be considered of the essence.

5.2 **PERI** will endeavour to have the goods ready for delivery or collection by the date agreed for delivery or collection in accordance with 5.1. above but shall not incur any liability whatsoever nor shall the Customer be entitled to terminate the Contract, by reason of **PERI**'s failure to deliver or have available for collection by the agreed date.

5.3 **PERI** is entitled to sub-contract its transport of the goods on the Customer to third party carriers. If **PERI**'s supplier does not make the delivery relevant to the 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, 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.

5.4 Partial deliveries on the part of **PERI** are permissible, provided that their acceptance is not unreasonably withheld by the Customer.

6. Passing of Risk and Delivery – Domestic Provisions

6.1 Whilst ownership in the goods shall at all material terms vest in **PERI**, all risk pertaining to the goods whether it is loss, damage, destruction or otherwise shall pass to the Customer upon the goods leaving **PERI**'s premises.

6.2 All risk pertaining to the goods collected by the Customer whether it is loss, damage, destruction or otherwise shall pass to the Customer upon loading of the equipment unto the Customer's transport vehicle.

6.3 All risk pertaining to the goods collected by the Customer' third party transporter whether it is loss, damage, destruction or otherwise shall pass to the Customer's transporter upon loading of the equipment unto the Customer's third-party transporter's vehicle.

6.4 As **PERI** has no control over the internal procedures of the Customer, if a delivery note is signed on behalf of the Customer, the person so signing shall be irrefutably deemed to have authority to accept delivery on behalf of the Customer and to sign the delivery note.

6.5 Unless the Customer disputes in writing that proper delivery was made to it, delivered to **PERI** before 5pm on the day following the day on which delivery took place, it shall be deemed that all the rental items reflected on the delivery note were in fact delivered in good order and condition.

6.6 The dispute referred to in clause 6.5, must be set out clearly and concisely. The Customer must identify with specificity each item it disputes and it's ground of dispute, in terms of clause 3.5 inclusive of all its sub-clauses. Should the Customer fail to properly specify or substantiate its dispute, **PERI** shall be entitled in its discretion to reject the Customer's dispute in its discretion.

7. Use of the Rental Object

7.1 The Customer shall at all times during the use of the rental object strictly comply with **PERI**'s assembly and use instructions as well as all applicable work, safety and statutory regulations.

7.2 The Customer acknowledges that it received a copy of the assembly and use instructions from **PERI**, it remains the absolute responsibility of the Customer to familiarise itself with the content and comply strictly thereto.

7.3 The Customer is responsible for the correct and proper storage, intermediate and final cleaning, maintenance of Formwork shell, use of release agents and compliance with instructions from the assembly and use instructions provided, product posters and operating instructions (including those for accessories).

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

7.5 The duty of maintenance and repair during the rental period shall be borne exclusively by the Customer insofar as corresponding damage is attributable to the rental use or the Customer's sphere of risk, failing which **PERI** shall be entitled to effect such repairs and recover the costs from the Customer whether during the rental period or after its termination.

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

7.7 If the Rental Object consists of a Scaffold, then the following applies to use of the Rental Object in addition to Clauses C.7.1 - C.7.4: The Scaffolds may be used only in accordance with the assembly and use instructions as well as the applicable laws and regulations [including the Construction Regulations under the Occupational Health and Safety Act 85 of 1993, and the National Building Regulations and Building Standards Act 103 of 1997 and the SANS 10085-1:2004 -]. **PERI** shall under no circumstances be liable for any loss, damage, injury, claim, cost or expense arising any non-compliance as aforesaid or misuse of the Scaffolds.

7.8 The Customer must continuously monitor the Rental Object at the place of use and discard defective parts, particularly parts that do not correspond to the requirements of the assembly and use instructions, and notify **PERI** immediately in writing thereof within 48 hours of the Customer becoming aware thereof.

7.9 The Customer must at all times ensure that the Rental Object is protected against loss and damage the including but not limited to damage by fire, water adverse weather conditions, theft, vandalism and any other external influences.

7.10 The Customer is solely responsible for the implementing adequate security, storage and protective measures to safeguard the Rental

object during the currency of the lease

8. Rental duration

8.1 The minimum rental duration is 1 (one) month, which is calculated with 30 (thirty) calendar days.

8.2 The rental period for each Rental Object begins with the day on which the Rental Object leaves the premises of **PERI**. The rental period for each Rental Object ends when the Rental Object re-enters the premises of **PERI**. **PERI** may request the Customer to return the goods to the premises of **PERI** that lies closest to the construction site to which the rental goods was delivered.

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

8.4 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.

9. Defect claims

9.1 Complaints in respect of defects with rental items must be made in writing to **PERI**, stating the specific defect.

9.2 The Customer acknowledges that complaints in respect of the defects will only be considered if those defects are measured in terms of **PERI**'s rental criteria for the goods

9.3 The Customer agrees that **PERI**'s rental criteria are the foundation of measurements of defects as **PERI** is the OEM of the manufactured goods

9.4 The Customer further agrees that the any defect that does not conform to either **PERI**'s rental criteria alternatively the SANS 10085-1:2004 will not be considered a defect and **PERI** may reject same in its discretion.

9.5 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 5 (Five) days of delivery.

9.6 Acceptance of the rental items may not be refused due to minor defects.

9.7 **PERI** may request any maintenance schedule alternatively legislated inspection records, which records are to be provided on demand from the Customer to **PERI** to consider whether the defect is a manufacturing defect or a defect due to improper use or operator abuse.

9.8 In the event of improper use or operator abuse **PERI** is entitled to reject any claims from the customer.

9.9 **PERI** has 14 (fourteen) days to assess a defect whereafter **PERI** may communicate either its acceptance or rejection of a defect in writing to the Customer.

9.10 The costs of the inspection of the rental items shall be borne by the Customer. Rental items notified as defective must be made available to **PERI** for inspection upon request.

9.11 If rental Goods are defective, **PERI** shall, at its own discretion, deliver a replacement item or repair the defective Goods.

9.12 The retention of title in accordance with Clause B.I.0 also applies to the parts to be replaced as part of the subsequent delivery.

9.13 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 rental items to a place other than the agreed place of delivery; **PERI** is entitled to invoice the Customer for such additional costs.

9.14 **PERI** is excluded from liability if the Customer does not use the rental item in accordance with the respective valid instructions for assembly and use provided by **PERI**, to the extent the damage is based thereon. Besides, **PERI** does not vouch for the compatibility and safety of third party components and accessories not sold or hired by **PERI** that are used in connection with the rental item

10. Signage and advertising

10.1 **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.

10.2 **PERI** is entitled to photograph the objects on which labour is done with the help of **PERI**'s Scaffolds and/or Formwork and to use them in **PERI** advertisements, along with the name of the Customer, in any form, such as catalogues, prospectuses, on reference lists, on its online homepages **www.peri.co.za** 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.

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

10.4 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**.

11. Subleasing, lending and Transfer of the Rental Object

11.1 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**.

11.2 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.

11.3 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.

11.4 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.

11.5 In the event of any breach of this Clause 11, **PERI** shall have the right to claim immediate payment of a penalty by the Customer, which payment shall be due and payable on demand. The penalty will be determined by **PERI** at its reasonable discretion and shall not exceed the market value of the Rental Object plus any expenses and costs suffered by **PERI**. In addition, **PERI** reserves the right to claim damages and costs in lieu of the penalty.

12. Return Delivery

12.1 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.

12.2 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 effects the return transport, then the Customer shall bear the transport risk to the time of return.

12.3 If **PERI** undertakes the return transport of Rental Object as an ancillary service (Clause F), then **PERI** only assigns its claims for damages resulting from the return of the Rental Object against the carrier or forwarder to the Customer. In all other respects, **PERI** shall be only liable in accordance with Clause A.10.

12.4 **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 palettes etc.) should be used and returned.

12.5 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.

12.6 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.

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

12.8 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. Should the rental material not be returned by the Customer in the aforementioned condition, **PERI** shall be entitled to claim that the Customer return the rental material in the aforementioned condition or **PERI** shall be entitled to take measures necessary to procure the return of the rental material to the aforementioned condition and recover the cost thereof from the Customer, whether during the currency of the Contract or after its termination.

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

12.10 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.

12.11 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.

12.12 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.

13. Return Delivery check

13.1 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.12.8 and C.12.9 and to the specifications in the Return Delivery note (hereinafter referred to as "**Return Delivery Inspection**").

13.2 The Return slip will contain the following information:

- The Customer Number
- The booking number
- The Customer site address
- The article number of the Rental Object
- The Article Description
- The rental object Quantity returned

13.3 Insofar as the normal course of business permits, the Return Delivery Inspection is performed immediately after receiving the Return Delivery by **PERI**.

13.4 The return delivery inspection or protocol that is performed by a **PERI** representative, is conducted by verifying whether the Rental Object articles conform to the **PERI** Rental Criteria or not.

13.5 The **PERI** representative duly authorised which authorisation needs not to be proven will determine in terms of the Rental Criteria whether the Rental object articles fall within the following criteria listed below:

- Rental Object is damaged and can be repaired.
- Rental Object is dirtied and returned in a condition that requires cleaning.
- The Rental Object is damaged beyond economical repair, alternatively damaged to such an extent that it no longer can be safely utilised.

13.6 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 **PERI** Rental Criteria would take precedent over any dispute raised.

13.7 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 protocol about the Return Delivery Inspection.

13.8 **PERI** will transmit to the Customer, and the Customer has the right to dispute or seek amendments to the protocol prepared by **PERI**, provided it does so in writing to **PERI** within 24 hours of receipt thereof from **PERI**, failing which the protocol shall serve as conclusive proof of the Return Delivery Inspection and the Customer having waived its rights to dispute same.

13.9 In the event that the Customer disputes the correctness of the return protocol the Customer is obligated to conduct a joint inspection, utilising exclusively the **PERI** Rental Criteria of the disputed Rental objects within 72 hours of its dispute being lodged, failing which the return protocol will be accepted as prima facie evidence of the facts contained therein.

13.10 **PERI** will transmit to the Customer a Return Note containing the following information:

- The Customer Number
- Return Note Number
- The booking number
- The Customer site address
- The article number of the Rental Object
- The Article Description
- The rental object Quantity returned
- The rental object items that require repair(s)
- The rental object items that require cleaning
- The rental object items that are beyond repair(s)

13.11 The Customer accepts that the Return Note prepared by **PERI** will constitute in terms of legal proceedings prima facie evidence of the facts contained therein .

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

13.13 In the event that the Customer has not returned all of the Rental Objects that was delivered to it, **PERI** shall be entitled to raise a Sale by Loss invoice.

13.14 **PERI** will demand that the Customer accepts the Sale by Loss Quotations within 72 hours after dispatch of the Sale by Loss Quotation.

13.15 In the event that the Customer disputes the Sale by Loss Quotation, **PERI** will provide to the Customer a Site Balance report, which report will constitute prima facie evidence of the facts contained therein, the Customer is obligated to provide with specificity which delivery or return it disputes and provide evidence to the contrary.

13.16 Should the Customer fail to provide evidence to the contrary within 72 hours of dispatch of the Site Balance report the dispute will be rejected by **PERI** and the Sale by Loss invoice will be payable within 7 days after dispatch thereof.

14. Pick-up

14.1 If the Return Delivery pick-up by **PERI** has been exceptionally agreed, then the Customer must agree with **PERI** on the exact handover time 3 (three) Business Days prior to the pick-up of the Rental Object.

14.2 If the Customer cannot arrange the pick-up for any reason, then the rental period is extended correspondingly. In this case, the Customer must also bear the cost of the repeated transport.

14.3 **PERI** shall give notice of the pick-up of the Rental Object in good time. At the time of pick-up by **PERI**, the Rental Object should be as defined in Clauses C.12.8 and C.12.9. It must be loaded carefully at the expense of the Customer. Otherwise, **PERI** will separately calculate corresponding mandatory waiting periods. If the pick-up is delayed by more than two hours due to reasons for which the Customer is responsible, then **PERI** will be separately compensated for the waiting periods exceeding two hours.

15. Premature termination of contract

15.1 **PERI** is entitled to prematurely terminate the rental Contract and all other existing Contracts without notice and exercise its rights under Clause C.15.2 if:

- the Customer fails to make timeous payment in cleared funds on due date of any amount owing to **PERI**;
- there is an actual or contemplated change of control, directly or indirectly, of the business, management, or shareholding of the Customer.
- the Customer is subject to any actual or contemplated actions or proceedings relating to insolvency, administration, business rescue, or compromise with its creditors; or
- The Customer or its assets are the subject of any judicial or voluntary attachment, execution or like proceedings or events.
- the Rental Object is not used or maintained appropriately or in accordance with **PERI**'s assembly and use instructions despite reminders being issued. In addition, no warning is required for grossly careless handling.
- The Customer fails to provide **PERI** with the insurance agreement and proof that the insurance premiums has been paid timeously.
- The Customer refuses to allow **PERI**'s representative to conduct an inspection upon request
- The Customer refuses to disclose the whereabouts of the Rental Object

15.2 In the event of any of the events contemplated in Clause C.15.1 occurring, **PERI** reserves the right to reclaim the Rental Object (with or without terminating the Contract), and the Customer hereby irrevocably consents and agrees that **PERI** may enter the construction site to retrieve the Rental Object and, furthermore, irrevocably hereby consents to **PERI** obtaining an order of Court for the return and retrieval of the Rental Object without further notice to the Customer.

15.3 **PERI** shall furthermore be entitled to demand advance payment of the rent from the Customer if any of the events contemplated in Clause C.15 occur,. The Customer furthermore undertakes to inform **PERI** immediately of the occurrence of any actual or contemplated facts or circumstances that do or may compromise the Customer's performance of the Contract (including without limitation, suspension of banking facilities, inability to make payments, loss of revenue or howsoever).

15.4 If the Customer is in default with respect to the advance payments for which it is responsible as per Clause C.15.3, then **PERI** has the right to terminate the rental Contract with the Customer without any prior notice.

15.5 The Customer bears the costs incurred by **PERI** due to withdrawal or removal of the Rental Object as a result of termination in terms of this Clause C.15

15.6 After termination of the Contract for any reason including as contemplated in this Clause C. 15, **PERI** shall be entitled to payment of the remaining rent and compensation for damages in relation to any loss of the Rental Object (calculated as per the original value of the Rental Object according to **PERI**'s price list of rent applicable at the time of the conclusion of the Contract, deducting a reasonable used parts discount for depreciation of value which is limited to a maximum

of 35% of the list price), as well as the actual cost of cleaning and repair.

15.7 If the Customer continues to use the Rented Object after the expiry of the rental period, the Contract shall not be deemed to have been extended, the Customer's obligation to pay its rental invoice will be payable until all equipment is returned.

16. Customer's liability

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.

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 Clauses C.12.8 and C.12.9, unless the Customer is not responsible for this.

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 or rent applicable at the time of the conclusion of the Contract, deducting a reasonable used parts discount for depreciation of value. To a maximum of 35% of the list price The payment of such compensation shall not amount to or result in the transfer of property or other interest in the Rental Object to the Customer.

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% (one hundred percent) of the original value of the Rental Object as laid down in the **PERI** rental price list, which applies at the time of conclusion of the Contract.

16.5 Insofar as the Customer must pay compensation to **PERI** as a result of non-return, total damage, uselessness or loss of the Rental Object, the Customer is entitled to the scrap value of the Rental Object.

16.6 The Customer is obliged to take out adequate insurance coverage that will cover the complete value of the Rental Object, against all loss or damage and will pay all the premiums in connection with such insurance on due date. 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.

16.7 The policy shall be ceded to **PERI**, which shall be entitled to call for proof that the premiums thereunder are paid on due date and proof that **PERI** has been endorsed as the policy beneficiary.

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

16.9 If the Customer fails to comply with clause 16.6 above, **PERI** shall be entitled to but not obliged in its discretion to insure the goods, pay the premiums and recover the premiums from the Customer.

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

17. Miscellaneous

In the event of any conflict between the provisions of Clause A (on the one hand) and the provisions of Clause C (on the other hand), the provisions of Clause A shall take precedence. Save as aforesaid, the remaining provisions of Clause C shall apply.

ii. Special Terms of PERI for the Export and Renting of Formwork and Scaffolding

If the Customer Rents new goods from **PERI** which goods are intended to be exported, the following provisions will apply.

The terms and conditions of C I will apply mutatis mutandis to this section and are incorporated by reference.

1. Transfer/Inspection of the Export Rental Object Provisions

1.1 The Rental Object is provided for pick-up in multiple parts at the Customer's request. Unless otherwise agreed in the Contract, the Customer must notify **PERI** of his intention to pick-up at least 5 (five) Business Days before the intended pick-up day.

1.2 **PERI** provides the Rental Object for pick-up by the Customer in the agreed warehouse, unless contractually agreed otherwise.

1.3 **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.

1.4 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.

1.5 If a delivery note is signed by on behalf of the Customer, the person so signing shall be deemed to have authority to accept delivery on behalf of the Customer and to sign the delivery note.

1.6 Unless the Customer disputes in writing that proper delivery was made to it, delivered to **PERI** before 5pm on the day following the day on which delivery took place, it shall be deemed that all the Rental Object reflected on the delivery note were in fact delivered in good order and condition.

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

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

1.9 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**.

1.10 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).

2. Passing of risk, dispatch and packaging and the costs for dispatch, packaging and waiting periods – Export Rental Provisions

2.1 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 arranged the transport for the Customer.

2.2 Delivery type, packaging and dispatch route shall be governed by the **PERI** packaging regulation. It can be found at www.peri.co.za and is also provided by **PERI** on request.

2.3 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 2 (two) hours, unless the Customer is not responsible for such waiting periods.

3. Deadlines and dates Export Rental Provisions.

3.1 Delivery deadlines or other dates are only binding for **PERI** if they are explicitly marked in the Contract as "binding".

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

3.3 4 (four) weeks after a non-binding deadline has been exceeded, the Customer can request **PERI** in text form (letter, fax, e-mail) to deliver within a reasonable grace period. **PERI** is only in default upon receipt of this request. If **PERI** is in default with the performance, the Customer may only withdraw from the Contract after the grace period has expired fruitless.

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

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

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

1. General performance description of engineering and structural calculation services

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

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

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

1.3 Calculation of stability:
Calculation of stability concerns the preparation of all calculations necessary for the use of Formwork and/or Scaffold in order to build and use Formwork and/or Scaffold as per the static criteria. The static

acceptance of the built Formwork and/ or Scaffold is not included in the calculation of stability.

2. Customer's obligations to cooperate

2.1 The Customer must review the correctness of the assembly and Pre-Assembly Plans with regard to the specific project for obvious incorrectness. The Customer must return the assembly and Pre-Assembly Plans to **PERI** immediately after reviewing and approving them.

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

3. Price

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

4. Rights to results of work

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

4.2 The Customer acknowledges that in terms of the Copyright Act , Act No. 78 of 1978, copyright will automatically vest in **PERI** in terms of the work.

4.3 To the extent that the results of the services of **PERI** are copyrightable, **PERI** shall be entitled to the copyright. In these cases, Customer shall receive, in the context of Clause D.4.1 above, the irrevocable, exclusive and non-transferable right to use these results, unlimited with respect to time. **PERI** reserves the right to use the results of its services.

5. Miscellaneous

In the event of any conflict between the provisions of Clause A (on the one hand) and the provisions of Clause D (on the other hand), the provisions of Clause A shall take precedence. Save as aforesaid, the remaining provisions of Clause D shall apply.

E. Special Terms of PERI for briefing and plan comparison

1. Performance description

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

1.1 Briefing:

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

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

1.2 Plan comparison:

1.2.1 **PERI** checks the conformity between the actual super- structure of the Formwork and/or Scaffold with the assembly plan within the framework of plan comparison. Here the supervisor appointed by **PERI** inspects the Formwork and/or Scaffold built by the Customer by means of a random visual inspection for any apparent deviations from the assembly plan.

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

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

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

2. Responsibility of the supervisor

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

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

3. Working hours, remuneration

3.1 The working hours of **PERI** Employees (as defined under Clause F.I.4.2) are determined by employment agreements and/or the collective pay agreements applicable to **PERI**. Working and travel periods are recorded on time sheets. Time sheets are signed by the Customer.

3.2 The remuneration will be charged to the Customer for the agreed hourly rates plus any supplements for overtime, night or shift operations, unless agreed otherwise. **PERI** will provide the list of hourly and overhead rates on demand to the Customer free of charge.

3.3 The hourly rates do not include any daily allowances, costs for boarding and lodging, travel expenses and cost for the transportation of equipment and luggage.

4. Protocol

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

5. Rights to results of work

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

6. Miscellaneous

In the event of any conflict between the provisions of Clause A (on the one hand) and the provisions of Clause E (on the other hand), the provisions of Clause A shall take precedence. Save as aforesaid, the remaining provisions of Clause E shall apply.

F. Special Terms of PERI for ancillary services

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

1. General and terminology

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

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

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

2. General performance description for special Formwork Pre-Assembly

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

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

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

2.4 **PERI** does not perform any construction services.

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

3. Deadlines and dates

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

3.2 If **PERI** does not meet the deadlines, then the Customer must first set out an appropriate grace period. Claims for compensation for damages caused by delay shall be determined in accordance with Clause A.10.

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

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

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

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

3.7 Impediments due to force majeure or other unforeseeable impediments for which **PERI** is not responsible, such as work stoppage, strike, lockout, government prohibitions, war, embargo, epidemics, pandemics and operational disruptions, extend the deadlines and postpone the deadlines accordingly by the time of their continuation plus a reasonable start-up period. The same applies even if such a condition arises on part of the sub-contractors of **PERI**. **PERI** is not responsible for the aforementioned circumstances even if they occur during an already existing delay. **PERI** will inform the Customer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts for 6 (six) weeks or longer, both parties to the Contract may withdraw from the Contract.

4. Work safety and accident prevention

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

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

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

4.4 Tests according to any guidance issued by health and safety inspectors are to be executed by the Customer at its expense.

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

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

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

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

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

5.4 If it is established that the Formwork Pre-Assembly is not done as per the Contract, then **PERI** is entitled to carry out repair work. If the rectification of defects fails within a reasonable period of time, the Customer may, at its option, reduce the remuneration or withdraw from the Contract for provision of Formwork Pre-Assembly services. The Customer is not entitled to further claims, except for any claims for damages limited in accordance with Clause A.10. Warranty claims become time-barred 12 (twelve) months after transfer of risk. Claims due to defects notified belatedly are excluded.

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

5.6 Clause C.8 applies to the beginning of the rental duration insofar as the special Formwork products are provided for rent.

6. Return at the time of dismantling

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

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

6.3 **PERI** can claim damages that are not detected in the visual inspection and that have developed during the rental period against the Customer within 8 (eight) weeks after the visual inspection. A letter to the Customer is sufficient to assert any damage claim in accordance with the preceding sentence in which **PERI** informs the Customer about the subsequently detected damages and the costs required for their rectification.

7. Price and additional expenses

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

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

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

8. Staff liability

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

9. Rights to results of work

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

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

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

11. Miscellaneous

In all other respects, the provisions of the Terms pursuant to Clause A shall apply. In the event of any conflict between the provisions of Clause A (on the one hand) and the provisions of Clause F.I (on the other hand), the provisions of Clause A shall take precedence. Save as aforesaid, the remaining provisions of Clause F.I shall apply.

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

1. Field of application and Definitions

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

2. Pre-assembly plans

2.1 Pre-assembly plans can be prepared by the Customer or, if commissioned separately, by **PERI**. If pre-assembly plans are provided to **PERI** by the Customer, then **PERI** executes the pre-assembly according to these plans. **PERI** does not review the pre-assembly plans of the Customer and does not assume any liability for the correctness of the pre-assembly plans provided by the Customer. **PERI** shall point out to the Customer any obvious defects that prevent **PERI** from performing the pre-assemblies.
If the pre-assembly plans are to be prepared by **PERI** as per the Contract, then the regulations of the Special Terms of **PERI** for engineering and structural calculation services (Clause D) apply.

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

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

3. Change in design

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

4. Execution of the pre-assembly

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

4.2 Parts that are provided by the Customer must be in a sufficiently clean and functional condition. If this is not the case, then the Customer

must bear additional expenses required such as those for inspection and sorting.

5. Approval of the pre-assembly

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

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

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

5.4 If it is established that the pre-assembly is not done as per the Contract, then **PERI** is entitled to carry out repair work. If the rectification of defects fails within a reasonable period of time, the Customer at its discretion may reduce the remuneration or withdraw from the Contract for provision of pre-assembly services. The Customer is not entitled to further claims, except for any claims for damages limited in accordance with Clause A.10. Warranty claims become time-barred 12 (twelve) months after transfer of risk. Claims due to defects notified belatedly are excluded.

5.5 Acceptance shall be deemed to have taken place if the Customer is in delay of acceptance and there is no major defect in relation to the pre-assembly to be carried out by **PERI**. In particular, if the Customer does not appear on the agreed acceptance date although **PERI** has summoned it in good time and informed it of the consequences of its failure to appear on the agreed acceptance date, pre-assembly shall be deemed to have taken place unless the Customer is not responsible for its failure to appear; the same applies if acceptance has not taken place after 2 (two) weeks have elapsed since notification of the completion of pre-assembly for reasons for which the Customer is responsible.

6. Delayed call off

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

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

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

7. Price

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

8. Deadlines and dates

8.1 If binding deadlines have been determined for the pre-assembly services in writing, then these only begin after the Customer has fulfilled all its cooperation obligations.

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

8.3 Claims to compensation for damages caused by delay shall be determined in accordance with Clause A.10.

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

9. Rights to results of work

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

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

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

11. Miscellaneous

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

III. Special Terms of PERI for transport services

1. General information

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

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

2. Transport

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

3. Passing of risk

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

4. Price

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

5. Miscellaneous

In the event of any conflict between the provisions of Clause A (on the one hand) and the provisions of Clause F.II (on the other hand), the provisions of Clause A shall take precedence. Save as aforesaid, the remaining provisions of Clause F.II,

SIGNED at this day of 20

For and on behalf of PERI

Name in full: ID Number:

SIGNED at this day of 20

For and on behalf of the CUSTOMER

Name in full: ID Number:

SIGNED at this day of 20

For and on behalf of the CUSTOMER

Name in full: ID Number: