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# Sales and rental terms and conditions

## Effective from 01.04.2023



## TECHNICAL SERVICE

Technical services are offered either on hourly basis at DKK 900 or as a fixed price.

Relevant drawing material must be provided to PERI in .DWG format.

It is the customer's responsibility that PERI receives all relevant, updated and applicable drawing material as well as the project-specific work descriptions (Danish: SAB).

The customer is responsible for ensuring that PERI receives the necessary information about the project, including desired PERI systems, quantities, timetables and schedules.

If the drawing material is sent via an internet portal, it is the customer's responsibility to inform PERI which drawings are to be used for the respective tasks.

It is also the customer's responsibility, when publishing revisions in the drawing material, to inform PERI of the changes made to the revisions and to provide PERI with revised drawing material on an ongoing basis.

For infrastructure projects, such as bridges, tunnels, etc., where the "Supervision Handbook on Falsework" (Tilsynshåndbog for støbestilladser) applies, PERI material is demonstrated from overside sufficiently compressed terrain. The loads declared by the customer are used by PERI in the static calculations.

PERI does not verify external structures or material not supplied by PERI.

Revisions of drawings due to errors, changes, or missing information on the part of the customer will be invoiced at the hourly rate applicable at any time for technical services.

## SUPERVISION

PERI can offer an experienced Supervisor to assist with instruction/guidance in setting up and/or assembling material provided by PERI.

The job site will receive comprehensive on-site support from a certified PERI supervisor, who helps to ensure efficient and safe use of PERI systems, at start-up and when needed.

In this context, the following services can be provided:

- Review of drawings and partlists
- Instruction in the correct and safe use of PERI formwork and scaffolding systems
- Instruction in assembling e.g. VARIO formwork
- Instruction in assembling climbing platforms
- Instruction on start-up of climbing systems
- Information on cleaning, maintenance and storage of PERI formwork and scaffolding systems

PERI supervision is ordered separately 2-10 weeks before expected start-up, depending on the scope and complexity of the task.

Price per hour: 900,00 kr.

Costs for transport, hotel etc. are invoiced according to actual expenses.

**Note:** Travel days are working days.

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### FREIGHT

PERI can offer freight from warehouse Greve to the jobsite and return.  
This freight will be invoiced according to the current freight rates.

#### We offer the following freight vehicles:

Mini transporter:	Max 1400 kg. / 3.0 load meters.	Loading/unloading time: 15 min.
Front carriage:	Max 8500 kg. / 6.2 load meters.	Loading/unloading time: 30 min.
Long carriage:	Max 24000 kg. / 13.0 load meters.	Loading/unloading time: 60 min.

Waiting time as well as truck and crane hours (in addition to the above) are invoiced with DKK 413.00 per 30 minutes.  
For freight with a width of 2.5 m or more, a separate offer will be submitted.

When picking up at the jobsite, all material must be packed as prescribed and when picking up return, the material must be placed, so that it is easily accessible for loading with Manitou / crane. Both upon delivery and return, the customer must ensure proper access route as well as safety arrangements.

If the above conditions are not in order and as a result the material cannot be delivered or collected, PERI reserves the right to invoice for unsuccessful transport.

In addition to the above mentioned regarding freight with a width of 2.5 m or more, no fixed price can be agreed on freight, and the number of freights stated by PERI is an estimate.

Freight prices are valid from 01.07.2022.

Transportpriser pr. 01.07.2022					
Sjælland - Zone 1			Lolland/Falster - Zone 2		
1000-3699 + 4000-4799			4800-4999		
Lille bil	Forvogn	Langvogn	Lille bil	Forvogn	Langvogn
kr. 1.366,20	kr. 2.387,40	kr. 3.726,00	kr. 2.346,00	kr. 3.726,00	kr. 4.968,00
Fyn - Zone 3					
5000-5999					
Lille bil fra Greve	Lille bil til Greve	Forvogn fra Greve	Forvogn til Greve	Langvogn fra Greve	Langvogn til Greve
kr. 1.863,00	kr. 1.863,00	kr. 3.174,00	kr. 4.623,00	kr. 4.623,00	kr. 7.452,00
Sønderjylland - Zone 4					
6000-6799					
Lille bil fra Greve	Lille bil til Greve	Forvogn fra Greve	Forvogn til Greve	Langvogn fra Greve	Langvogn til Greve
kr. 2.139,00	kr. 2.139,00	kr. 4.485,00	kr. 5.175,00	kr. 6.141,00	kr. 8.556,00
Midtjylland - Zone 5					
6800-7620 + 8000-8999					
Lille bil fra Greve	Lille bil til Greve	Forvogn fra Greve	Forvogn til Greve	Langvogn fra Greve	Langvogn til Greve
kr. 2.346,00	kr. 2.346,00	kr. 4.623,00	kr. 5.313,00	kr. 6.210,00	kr. 8.832,00
Nordjylland - Zone 6					
7621-7999 + 9000-9999					
Lille bil fra Greve	Lille bil til Greve	Forvogn fra Greve	Forvogn til Greve	Langvogn fra Greve	Langvogn til Greve
kr. 2.622,00	kr. 2.622,00	kr. 5.520,00	kr. 5.520,00	kr. 9.039,00	kr. 9.315,00
Lille bil max 1.400 kg. - 3 ldm. - Byggeplads aflæsning/pålæsning 15 minutter					
Forvogn max 8.500 kg. - 6,2 ldm - Byggeplads aflæsning/pålæsning 30 minutter					
Langvogn/forvogn + hænger max 25.000 kg. - 13 ldm - Byggeplads aflæsning/pålæsning 60 minutter					
Ventetid/ekstra tid 413 kr. pr. 1/2 time					
Alle priser er baseret på kran til jord. Bliver bilen læsset/aflæsset med tårnkran, vil vi ikke selv kunne kontrollere den brugte tid. Materiellet skal stå pakket som foreskrevet, dog må det være uden stålbånd. Lastbilen skal kunne holde ved siden af materiellet. Hvis materiellet ikke er pakket forsvarligt, dvs. uden top på bareller/gitterbokse, vil det blive pakket om til timepris.					

## GENERAL CONDITIONS

### 1 DEFINITIONS

In these conditions, the following applies:

**PERI** shall be understood as the company PERI A/S.

**The customer** is to be understood as the company or person who buys and/or rents material from PERI.

**Material** shall be understood as what PERI is to deliver in accordance with the terms of this document.

**The price** is to be understood as the selling price in the case of purchase, and in the case of material rented, it is the rental price which is stated in PERI's offer.

### 2 CONCLUSION OF CONTRACT

**2.1** An offer is confidential and may only be presented to third parties after acceptance by PERI. An offer is considered a valid agreement when accepted by both parties. In case of large or complex construction projects, PERI may require a contract to be drawn up based on tenders submitted, which is also signed by both parties. This contract shall be prepared by PERI.

**2.2** For additional orders, the same discount rates apply to product groups mentioned in the offer. Before ordering material not mentioned in the offer, a separate offer must be obtained.

**2.3** All orders requires written confirmation from PERI, subject to the availability of the material to PERI, and by accepting an order, PERI does not give any guarantee as to availability.

**2.4** PERI's employees or representatives (excluding Managing Director) are not authorised to modify any of these Terms or introduce any other terms, whether written or oral, into the contract.

**2.5** These terms of sale and rental overrides all other terms that the customer wishes to invoke and which conflict with these conditions.

### 3 PRICES

**3.1** Any offer made by PERI is valid for 30 days.

**3.2** All prices quoted are excl. VAT, packaging, consumables, and delivery.

**3.3** Prices are, unless otherwise stated, always based on the current pricelist.

**3.4** The pricelist is updated every year in the first quarter. However, PERI may adjust the pricelist if:

(a) there are an increase in the cost of raw materials, components or labor

(b) currency fluctuations that increase the price of raw materials or components

**3.5** In the case of rental, the material must be rented for a period of min. 14 days. The rent is calculated per calendar day. The rent is calculated from the dispatch/collection of the material from PERI's warehouse until the material is returned to PERI's warehouse. Shipping and return days are counted as rental days.

**3.6** The basic cost is a one-time payment.

**3.7** The ordered PERI material is always delivered in corresponding crate pallets, pallets, euro pallets, etc., which fit the specific PERI material. This packaging is liable to be rented on equal terms as other rental material. This packaging cannot be deselected when delivering by PERI. After delivery to the jobsite, the packaging can be returned to PERI and no rent will then have to be paid after return.

**3.8** For return freight, the same kind of packaging is used as for delivery. If the packaging has been returned to PERI, it is the customer's responsibility to order the required amount of packaging for return freight.

**3.9** All standard packaging types are invoiced according to the current pricelist as unit price.

### 4 PAYMENT

**4.1** For customers without a pre-agreed credit facility:

(a) Purchased material are invoiced and paid for in advance of, or upon delivery.

(b) Rented material is invoiced monthly, retrospectively, from the rental date. Payment is made 14 days net from invoice date.

**4.2** For customers with a pre-agreed credit facility:

(a) when purchasing material, PERI may invoice the customer for the selling price, the date of delivery or at any time after the date of delivery,

(b) when renting material, PERI will invoice monthly, retrospectively. Payment is made 30 days net from the date of invoicing.

**4.3** PERI may withdraw a customer's credit facility at any time with immediate effect.

**4.4** The payment obligation is considered the main obligation of the contract.

**4.5** If the Customer fails to pay the invoice by the due date, PERI may:

(a) charge interest on overdue invoices in accordance with the provisions of the law of interest, with a starting rate of 1.5% interest per commenced month until payment is made.

(b) withhold delivery of planned material to the customer

(c) appropriate any payment made by the customer for material (including material supplied under another contract with the customer) that PERI in its own discretion may deem appropriate.

### 5 DELIVERY

**5.1** From order placement to delivery of standard material available in stock in Greve, 2-5 working days are expected.

**5.2** From order placement to delivery of non-standard material, 1-4 weeks are expected.

**5.3** Final delivery time can be stated by contacting PERI Customer Service.

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- 5.4 For deliveries where PERI by agreement provide drawing material for the order, the same delivery times apply, however, the delivery time is calculated from the customer's final approval of the drawing material submitted by PERI.
- 5.5 Final – and binding – delivery dates can only be agreed with Customer Service, who confirms this in writing.
- 5.6 For orders where the time of delivery has been confirmed in writing by PERI, the rental calculation starts on the agreed delivery date, and for logistical reasons PERI reserves the right to carry out the delivery. Changes to the delivery time can only be made in consultation with Customer Service, who confirms the change in writing. In case of the customer changes the delivery date later than 5 working days before the agreed delivery date, PERI reserves the right to re-invoice any consequential costs. In case of cancellation of an order later than 5 working days before agreed delivery, PERI will invoice at the applicable basic rate, according to PERI's pricelist.
- 5.7 Delivery is deemed to take place at the time the material is picked up/dispatched from PERI's warehouse.
- 5.8 The customer is responsible for unloading the material upon delivery and loading for return.
- 5.9 Any delivery dates stated, are only estimated delivery dates and PERI shall not be liable for any delivery delays due to circumstances beyond PERI's control, including force majeure, actual production stop and delays, weather, labour disputes, strikes and lock-outs.
- 5.10 In the event of any material shortages, PERI reserves the right to send replacement material that fully fulfils the same function. This is done to ensure complete deliveries. All material is invoiced according to the current price-list and with the agreed discount.
- 5.11 It is the customer's responsibility to check that the delivery note and delivery match. If the customer does not report back within 5 working days, the delivery is considered correct.

## 6 RETURNS

- 6.1 When returning rented material, the customer undertakes to notify PERI of a return freight at least 4 working days in advance. This also applies if the customer arranges return freight with his own truck / carrier.
- 6.2 Notification of returns is made on PERI's website ([www.peri.dk/retur](http://www.peri.dk/retur)) or by contacting PERI Customer Service directly – phone: +45 4326 1710, or e-mail: ([kundeservice@peri.dk](mailto:kundeservice@peri.dk)).
- 6.3 The rental is stopped when the material has been received at PERI's warehouse in Greve. If PERI, due to its own circumstances, cannot pick up within 4 working days, the rental will be stopped 4 working days after ordering the return.
- 6.4 The rented material must be packed and stacked by the customer in accordance with the packing instructions provided by PERI.
- 6.5 In case of repacking of material, so that it can be safely transported back to Greve, this will be invoiced according to the current pricelist.
- 6.6 PERI may refuse to accept returned rented material if it is loaded in a way that is not safe, or if the material has not been sufficiently sorted. In this case, the rental period will continue until the material is returned in accordance with the regulations. Alternatively, PERI invoices the customer for extra time spent on sorting according to the time rate in the current pricelist.
- 6.7 In case of unsuccessful collection of return loads, customer is invoiced at the same rate as for normal pick-up.
- 6.8 Mistakenly returned material that does not belong to PERI, will be stored in warehouse Greve for 14 days and can be picked up during that time by agreement with Customer Service.
- 6.9 It is the customer's responsibility to check that the return note sent after counting at PERI, corresponds to the returned material. If the customer does not report back within 5 working days, the count is considered correct.

## 7 OTHER RENTAL TERMS

- 7.1 Damaged material: Repairs of damaged material that do not meet PERI's rental criteria, will be invoiced at the hourly or unit price applicable at any given time, cf. the current pricelist. For example, drilling concrete out of anchor holes, patching minor scratches / holes in plywood, etc.
- 7.2 Broken material: The Customer will compensate PERI for any material that may be damaged to such an extent that it cannot be repaired and/or poses a safety risk. The compensation will be invoiced according to the current pricelist minus a 15% discount (unless otherwise agreed). Broken material will be scrapped for safety reasons and will not be handed over to the customer. The customer can inspect the broken items at PERI's warehouse for 14 days.
- 7.3 Lost material: Material that has been lost or for any other reason is not returned to PERI will be invoiced at the current sales pricelist minus 15% (unless agreed otherwise).
- 7.4 Final cleaning of formwork: Standard cleaning of formwork upon return, will be invoiced according to current pricelist unless agreed otherwise in quotation. Standard cleaning means cleaning of plywood (front) and edges of frame formwork. Cleaning of backsides and other material with concrete residues on it will be invoiced at the hourly rate according to the pricelist.
- 7.5 If the customer mixes the rented material with its own material, it is PERI's decision in relation to the subsequent disassembly and identification of material that is final.
- 7.6 The customer may not share ownership or otherwise charge money for use, pledge or transfer rented material to third parties. In case of violation, the customer must pay a fee equal to the pricelist.

## 8 OWNERSHIP AND RISK

- 8.1 Ownership to rented material remains with PERI and will not be passed on to the customer.
- 8.2 Ownership of purchased material will only pass to the customer when PERI has received the full purchase price.
- 8.3 Until ownership of the purchased material has been transferred to the customer, the customer must:
  - (a) store the material in a safe and secure manner,
  - (b) store the material separately from any other material held by the customer so that it remains easily recognisable

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as PERI's property,

- (c) not remove, destroy, or blur identification marks or packaging on or in relation to the product,
- (d) keep the material in good condition,
- (e) not annex or attach the material to the customer's premises without the consent of PERI.

- 8.4** If the customer is found to be bankrupt, restructuring or similar, or if PERI is convinced that such an event is about to occur and notifies the customer thereof - before ownership of the Material has passed to the customer - then PERI may, provided that the material has not been resold or irrevocably incorporated into another product and without limiting any other rights or remedies, which PERI could have, require the customer to return the material at any time, since PERI has a separate right under section 82 of the Insolvency Act (konkursloven §82) in the event of bankruptcy and otherwise retains ownership in the event of rental. If the customer fails to do so, PERI is entitled to carry out inspections at the customer's jobsites, premises or at the premises of third parties where the material is stored in order to collect it, unless the liquidator of the bankruptcy estate in question intervenes in the agreement. PERI may require the liquidator/estate to decide without undue delay whether the estate will be included in the agreement. Otherwise, the material can be collected at the site.
- 8.5** If delivery takes place by a carrier chosen by PERI, responsibility for the material passes when it is delivered to the jobsite. If the customer arranges freight himself, responsibility for the material passes to the customer the moment PERI delivers the material to a carrier.
- 8.6** The customer must insure all material from the time of delivery against all possible risks of insurance at the price-list set by PERI for the material.
- 8.7** Notification of loss, defects, or damage in relation to delivery must be reported to PERI in writing within five days of delivery.

## 9 WARRANTY AND CONDITIONS

- 9.1** In addition to or subject to any other warranty or condition previously agreed in writing, PERI guarantees that the material is in good condition and corresponds to the quantity ordered and all published specifications as well as all legal requirements.

## 10 REQUIREMENTS

- 10.1** In the event of any claims (including statutory warranties or conditions not excluded in these terms), PERI will repair the material at its own expense or (if PERI so decides in its sole discretion) remove them to enable replacement and replace it in accordance with the agreement, free of charge.

## 11 OTHER RESPONSIBILITIES OF PERI

Subject to and without prejudice to the provisions of paragraphs 9 and 10.

- 11.1** PERI guarantees the function of the material as long as it is used in accordance with the instructions for the material in question. Any use not in accordance with the instructions, is the responsibility of the customer.
- 11.2** PERI shall not be liable for any breach of contract, attributable to direct or indirect circumstances beyond PERI's reasonable control. PERI therefore bears no responsibility for this.
- 11.3** In relation to the supply of material, PERI may offer to provide technical support in relation to the use of the material. PERI is responsible for the correctness of drawings, calculations, designs, user manuals and technical support, as long as the customer does not make any changes thereto. In the event that the customer has not informed PERI of any changes to the design basis, PERI's liability for the services mentioned above is waived.
- 11.4** PERI shall not be liable under contract, tort (including negligence), breach of statutory duty or otherwise, liable to the customer for loss of profits or any indirect or consequential loss, including operating losses arising during the use of the material or otherwise.
- 11.5** PERI's total liability to the customer in respect of all other losses arising under or in relation to the contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the limit of PERI's insurance cover.

## 12 ASSIGNMENT AND SUBCONTRACTING

- 12.1** PERI may assign, transfer, charge, subcontract, or otherwise use all or some of its rights or obligations under the contract at any time.
- 12.2** The customer is not allowed to assign, transfer, charge, subcontract its rights or obligations under the contract without the prior written approval of PERI.

## 13 VARIANTS

Except as set out in these terms, any variation in the contract, including the introduction of any additional terms and conditions, is only binding if agreed to and signed by PERI in writing.

## 14 APPLICABLE LAW AND JURISDICTION

The contract and any dispute or claim arising out of, or in relation to it, its content or emergence shall be dealt with in accordance with Danish law in the civil courts.