

General Terms and Conditions for Service Contracts of GEZE Service GmbH | Issued 2017

The GEZE Service GmbH (GEZE Service) service contract pertains to services for GEZE products as well as for third-party products, provided GEZE Service approves the service. The scope of service is specified in the respective service contract.

The following terms and conditions apply only if the contracting partner of the service contract is not a consumer.

1 PROVISION OF THE SERVICES

All work is carried out during the regular working hours (between 7.00 am and 5.00 pm) of GEZE Service or a GEZE Service partner. Work carried out beyond the above-mentioned working hours at the request of the customer shall be charged to the customer as overtime or emergency service surcharge as per the regular rates of GEZE Service.

2 TERMS OF PAYMENT

2.1 Invoices must generally be paid in full within 14 days net.

2.2 GEZE Service has the right to demand a strictly net payment in advance. Invoices must otherwise be paid net within 14 days from the date of invoice.

2.3 Cheques are not valid until they have been cashed or credited without objection and are accepted only on account of performance.

2.4 If there is a substantial deterioration in the financial circumstances of the ordering party or if this is suspected by GEZE Service after conclusion of the contract, GEZE Service is entitled to demand – as soon as GEZE Service becomes aware of this – advance payments or securities and refuse fulfilment until this demand has been fulfilled. If the ordering party refuses, GEZE Service is entitled to withdraw from the contract and to demand compensation for damages due to non-fulfilment.

3 ARREARS

3.1 In case of delayed or deferred payment, GEZE Service is entitled – subject to the assertion of the actual damage caused by delay – to charge interest on the receivables during the delay in accordance with the legal regulations of § 288 BGB (German Civil Code).

3.2 During the delay in payment, GEZE Service is not under obligation to perform service or maintenance work.

4 DUTIES OF THE CUSTOMER

4.1 The customer must ensure safe and easy access to the system and keep it free from external parts. If access is subject to the erection of scaffolding or the use of similar technical equipment, this must be provided by the customer at his own cost.

4.2 To ensure the operation reliability of the system, the customer is under obligation to allow work on the system to be carried out only by GEZE Service or its contractor.

4.3 In case of defects, the system must be taken out of service immediately and GEZE Service customer services must be notified immediately.

5 TEMPORARY DECOMMISSIONING OR SHUT-DOWN OF THE SYSTEM

5.1 The customer is under obligation to inform GEZE Service in writing of any temporary shut-down or the decommissioning of the system.

5.2 Following written notification, the service contract is suspended, or terminates at the end of the next regular accounting period.

5.3 If GEZE Service is not informed on time and performs maintenance attempts, these remain additionally chargeable.

5.4 After the equipment has been temporarily shut down, the customer must have the system checked by the technical experts of GEZE Service or one of the GEZE Service partners before re-starting it. The costs arising from this, including any overhauling and cleaning, are payable by the customer.

6 SUCCESSOR IN TITLE

The customer must inform GEZE Service of changes in ownership structure and usage rights immediately and in writing. The customer is under obligation to accept this contract by the legal successor.

7 LIABILITY FOR DEFECTS, COMPENSATION AND LIMITATION OF LIABILITY

7.1 In the case of obvious defects, GEZE Service must be notified in writing regarding the type, quality and quantity immediately, and within 10 calendar days at the latest. If the notification of a defect is justified and has been ascertained in time, the ordering party may exercise the aforementioned rights.

7.2 GEZE Service accepts no liability for material defects in the event of failure to follow relevant installation and set-up guidelines or guidelines provided by suppliers of products which are connected to our products. The same applies when changes to the settings have been carried out by the ordering party or a third party without authorisation. Equally, GEZE Service accepts no liability for material defects for wearing parts and services owing to force majeure, improper use, incorrect installation or commissioning by the ordering party or a third party, natural wear and tear, incorrect or careless handling or maintenance, incorrect equipment or substitute material, faulty installation, or chemical, electronic or electrical influences. In addition, liability for defects will also be cancelled in the event of modifications or repairs improperly carried out by the customer or by third parties without prior authorisation from GEZE Service.

7.3 In accordance with statutory provisions, GEZE Service is liable without limit for damage claims if a breach of duty can be attributed to GEZE on the basis of wilful or gross negligence. If a breach of duty which can be attributed to GEZE Service takes place due to simple negligence and if an essential contractual obligation has been culpably breached, the damage claim liability shall be limited to the foreseeable damages typically occurring in similar cases. Essential contractual obligations include the respective major contractual obligations as well as other contractual (secondary) obligations, which, in the event of culpable violation of duty, may endanger the attainment of the purpose of the contract. Any further liability is excluded. However, the complete liability of GEZE Service remains unaffected according to the provisions of the German Product Liability Act. Liability owing to injury caused to life, body and health also remains unaffected. Furthermore, the complete liability of GEZE Service remains in full effect in the event of assumption of guarantees or wilful deception by GEZE Service.

7.4 The guarantee period for the products supplied by GEZE Service or the services rendered by GEZE is 24 months. In the case of the supply of items, this period starts from the date of delivery, in the case of works or construction, it starts from the date of acceptance. If automatic systems and safety technology products are not subject to regular annual maintenance by GEZE Service within the scope of a service contract concluded with GEZE Service within three months from commissioning, the guarantee period for automatic systems and safety technology products is reduced to 12 months from commissioning. Maintenance twice per annum is recommended for escape route doors. The guarantee period for repairs is in principle limited to 12 months.

7.5 Services rendered in addition to material defects liability obligation, as well as maintenance services, are charged to the customer as per the GEZE Service catalogue prices applicable on the day of the completion plus statutory VAT.

7.6 Unless agreed otherwise, there is no additional liability. And if the liability for damages towards GEZE Service is excluded or restricted, this applies equally with regard to the personal liability for damages of its employees, personnel, representatives and agents.

8 MISCELLANEOUS

8.1 Amendments and addenda must be in writing.

8.2 All contracts concluded with GEZE Service are agreed exclusively on the basis of these conditions. Deviating purchasing conditions are generally not applicable, other than with the written consent of GEZE Service.

8.3 In all other respects, contractual relationships are governed by German law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11.04.1980.

8.4 The place of fulfilment is Leonberg. The place of jurisdiction in the event of all legal disputes which arise directly or indirectly from the contractual relationship is Stuttgart.

8.4 If one or more provisions of this agreement breaches an applicable law or a proposed law, the validity of the remaining provisions of this agreement remains unaffected. In this case, the parties shall replace the invalid provision with a legally permissible provision which comes closest to the intent of the ineffective regulation.

GEZE Service GmbH

Registration court: District Court of Stuttgart, HRB 252569

Issued July 2017

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