

General terms and conditions for service contracts of GEZE Service GmbH

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

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

1. Service Rendering

All work shall be carried out during the regular working hours (between 7:00 and 17:00) by GEZE Service or by one of its service partners. Work carried out beyond the above-mentioned working hours at the request of the client shall be charged to the client as overtime or emergency service surcharge as per the regular rates of GEZE Service.

2. Payment Conditions

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

3. Delay in Payment

3.1 In case of delayed or deferred payment, GEZE Service is entitled – subject to the enforcement of the actually damaged caused by delay – to charge interest on the receivables during the delay in accordance with the legal regulations in § 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. Obligations of the Client

4.1 The client must ensure accident-proof and easy access to the equipment and keep external parts away from it. If it is necessary to construct a framework or to use similar technical equipment, it must be provided by the client at his own cost.

4.2 The client is under obligation to allow the work on the equipment to be carried out only by GEZE Service or its contractor in order to ensure the operation reliability of the equipment.

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

5. Temporary Shutdown or Decommissioning of the System

5.1 The client is under obligation to inform GEZE Service in writing about a temporary shutdown or the decommissioning of the system.

5.2 After the written information, the service contract closes or ends at the end of the regular accounting period.

5.3 If GEZE Service is not informed on time and performs maintenance trials, then these are additionally billable.

5.4 After the equipment has been temporarily shut down, the client must get the equipment checked by the technical experts at GEZE Service or by one of the GEZE Service Partners before re-starting it. The costs arising from this, including overhauling and cleaning, shall be borne by the client.

6. Legal Succession

The client must inform GEZE Service of changes in ownership structure and usage rights immediately and in writing. The client is under obligation to make sure that the legal successor accepts this contract.

7. Guarantee, Indemnity 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, within 10 calendar days at the latest. If the notification of a defect is justified and has been ascertained in time, the ordering party can exercise the aforementioned rights.

7.2 GEZE will not accept any liability if the relevant assembly or installation guidelines have not been followed or the guidelines of suppliers of products which are connected to our products are not followed. The same applies when changes to the settings have been carried out by the ordering party or a third party without authorisation. Similarly, GEZE Service shall not assume any guarantee for wearing parts and services owing to force majeure, improper use, incorrect assembly 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 electric influences. In addition, the liability for defects of the product shall be lifted by means of modifications or repair work which have been made improperly by the customer or by third parties, without prior authorization from GEZE Service.

7.3 GEZE Service shall be (unrestrictedly) liable for damage claims as per the statutory provisions, if a violation of duty which can be attributed to GEZE Service takes place due to malice or gross negligence. If a violation 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 shall 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 shall be excluded. However, the complete liability of GEZE Service shall remain unaffected according to the provisions of the product liability law. The liability owing to injury caused to life, body and health shall also remain unaffected. Furthermore, the complete liability of GEZE Service shall remain completely in 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 factory or building work, it starts from the date of the acceptance. If automatic systems and safety technology products are not subject to regular annual maintenance carried out by GEZE Service within the scope of a maintenance contract concluded within 3 months from commissioning with GEZE Service, the guarantee period for automatic systems and safety technology products shall reduce to 12 months from commissioning. 2 maintenances per year are recommended for emergency exit doors. For any repairs the guarantee period is basically limited to 12 months.

7.5 Services rendered in addition to those as per the obligation to material defects liability as well as maintenance services shall be charged to the client as per the GEZE Service catalogue prices plus VAT applicable on the day of the completion.

7.6 Unless otherwise agreed upon above, there shall be no additional liability. And if the damage claim liability to GEZE is excluded or restricted, this shall also apply with regard to the personal damage claim liability of the employees, personnel, representatives and agents.

8. Miscellaneous

8.1 Changes and additions must be in writing.

8.2 All contracts made with GEZE Service are concluded exclusively on the basis of these conditions. Deviating terms and conditions of purchase are not applicable, but only in case of a written consent of GEZE Service.

8.3 German Law with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11.04.1980 is applicable to the contractual relationships.

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 shall be Stuttgart.

8.5 If one or more regulations of this agreement violate a valid law or a prospective law, the validity of the remaining regulations of this agreement remains unaffected thereof. In this case, the parties shall replace the invalid regulation with a legally permissible regulation, which comes closest to the aim pursued with the ineffective regulation.

GEZE Service GmbH
Registration court: District Court of Stuttgart, HRB 252569
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