



General terms and conditions for services of GEZE Service GmbH

1. Scope

1.1 The following conditions apply to all services performed between GEZE Service GmbH (hereinafter referred to as 'GEZE Service') and the respective contractual partner. According to the following conditions, services include all maintenance, repairs, functional tests, safety technology testing or similar. The General Terms and Conditions ('T&Cs') for deliveries and services of GEZE Service apply to repairs, assembly, conversion & modernisation or new deliveries.

1.2 Unless otherwise indicated in the respective clauses, these provisions apply to companies and consumers equally; any deviating provisions are expressly regulated. Companies in the sense of these T&Cs include all natural or legal entities or partnerships with legal capacity acting as part of their commercial or independent professional activities in concluding a legal transaction, in accordance with Section 14(1) BGB (German Civil Code). A consumer in the sense of these T&Cs is, according to Section 13 BGB, any natural person who concludes a legal transaction primarily for purposes that can be associated neither with their commercial nor their independent professional activities.

1.3 T&Cs on the part of the contractual partner which differ from, contradict or supplement these conditions shall apply only with the written consent of GEZE Service. GEZE Service has no obligation to explicitly object to contractual forms or terms and conditions of contracting partners, even if these general terms and conditions state that their validity is an express condition for conclusion of the business.

1.4 These T&Cs apply to this business transaction, as well as to any future business transactions, if the contractual partner is not a consumer.

2. Completing services, scope of service, prices

2.1 The services are provided in accordance with the contractual agreements and according to the generally recognised rules of engineering applicable at the time of conclusion of the contract.

2.2 All work shall be performed at the performance location by GEZE Service or by a service partner authorised by GEZE Service during regular business hours (Mon. - Fri., between 7:00 AM and 5:00 PM), except for on public holidays. Work to be performed outside of regular business hours at the request of the contractual partner must be requested at least 3 weeks in advance, except for emergency services. These working hours and emergency services entitle GEZE Service to charge extended surcharges such as night, emergency service, public holiday, Saturday and Sunday surcharges at the higher GEZE Service rates.

2.3 Compensation and the scope of services are regulated in the applicable service contract or in the offer and order confirmation. If no flat-rate compensation is expressly agreed, services shall be charged based on work and travel time, as well as any waiting time at the GEZE Service rates applicable at the time of commissioning, plus applicable statutory VAT. Likewise, services that exceed the agreed scope of services, such as rectifying damage or faults, or due to improper use, shall be charged separately at the rates valid at the time the services are performed. The current rates shall be sent to the contractual partner with the order confirmation, and are also available on the GEZE homepage under the link: <https://www.geze.de/de/services/service-originalteile>.

2.4 Unless agreed otherwise, spare parts, materials and consumables are not included in the remuneration and can be charged additionally by GEZE Service. Unless contractually agreed otherwise or prescribed by law, neither is the disposal of defective or dismantled parts included in the scope of services and thus shall be remunerated additionally.

2.5 Immaterial or inconsiderable adjustments and slight deviations from the agreed quality are permitted, insofar as such changes to the subject of the contract are reasonable for the contractual partner. In particular, improvements in accordance with the state-of-the-art in science and technology, technical changes, improvements in the design and material selection are considered as reasonable changes.

2.6 GEZE Service reserves the right to change contractually specified prices through written notification of amendment, subject to 3 months' notice to the end of the month, if production and energy costs, as well as the purchase prices of GEZE Service for equipment or spare parts, or the wages as a significant component of the service costs change or if new taxes or public levies are introduced which affect the contract. The prices shall change correspondingly if the statutory VAT rate changes. Price increases are possible only for (master) agreements already concluded within the framework of the above price and costs increases. If price increases totalling more than 20% are applied within a period of one year, the contractual partner's consent is needed for the portion exceeding 5%. In the case of an increase above 5%, consent shall be deemed to have been granted if the contractual partner does not exercise the right of termination granted to them within 14 days of announcement of the increase and GEZE Service has specifically made reference to this in the announcement of the increase. The termination period for this special right of termination by the contractual partner is 2 calendar months to the end of the month. The regulations of clause 2.6 shall not apply to transactions with consumers.

3. Payment conditions and order cancellations

3.1 GEZE service reserves the right to request payment plus VAT in advance. Invoices must otherwise be paid within 14 days from the date of invoice without deducting discounts.

3.2 If in transactions with companies, there is a material deterioration in the financial circumstances of the contractual partner or such circumstances exist upon conclusion of the contract but only

become known subsequently, GEZE may, from becoming aware of this situation, request advance payments or securities and refuse fulfilment until this demand has been fulfilled.

3.3 In the case of 'goodwill cancellation' and the return of the product to GEZE Service or 'free termination' according to Section 648 BGB and Section 8 VOB/B (German Construction Contract Procedures) of the order by the contractual partner where GEZE Service is not culpable, a flat-rate fee of 10% of the net invoice amount for other costs and lost profits shall be charged to the contractual partner for the services that are no longer to be performed due to the cancellation or termination. This shall not affect either the right of the contractual partner to prove there is no or significantly lower losses or the right of GEZE Service to submit higher claims for compensation in specific cases. Nor shall this affect the entitlement to remuneration for the work and services provided by GEZE Service to the contractual partner until termination or cancellation according to the agreed contractual prices. The regulations of clause 3.3 shall not apply to transactions with consumers.

4. Delay in Payment

4.1 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).

4.2 While payment is delayed, GEZE Service is not obligated to perform services, in particular maintenance or repairs, if GEZE Service has first provided the contractual partner with a reasonable grace period for payment and this has passed without payment being received.

5. Obligations of the contractual partner

5.1 Unless otherwise agreed with GEZE Service in writing, the contractual partner is obligated to perform all actions necessary to perform services in accordance with the contract promptly and free of charge, and in particular to ensure compliance with the following obligations.

5.2 The contractual partner must ensure easy access to the equipment which is protected against accidents, and must ensure that a contact person authorised to represent the contractual partner is on site at the latest by the time work is completed who can sign the work verifications submitted by GEZE Service.

5.3 If it is necessary to erect scaffolding or climbing aids to perform work and provide services, approved and tested scaffolding and climbing aids shall be provided on site by the contractual partner for working heights above 3 metres. This regulation shall not apply to transactions with consumers.

5.4 If the Service Contract includes the correction of faults, the contractual partner must promptly inform GEZE Service regarding any faults that occur.

5.5 The contractual partner must promptly inform GEZE Service of changes in ownership circumstances and rights of use either in writing or in text form, if the changes affect the fulfilment of the contract or completion of services, or if GEZE Service has some other legitimate interest in notification. Otherwise, these changes shall not impact the responsibilities of GEZE Service.

5.6 If the contractual partner does not perform its duties of collaboration, or does so only to a limited extent, and if this results in any damages or additional expenses for GEZE Service, such as travel costs or work hours, then the contractual partner shall be obligated to reimburse these. The above also applies to delayed acceptance by the contractual partner.

6. Temporary equipment decommissioning or shutdown

6.1 If there is a service contract with GEZE Service to maintain equipment, the contractual partner hereby undertakes to promptly inform GEZE Service if equipment is temporarily shutdown or decommissioned. After the written information, the service contract shall be suspended or shall end by the end of the next regular accounting period.

6.2 If GEZE Service is not informed promptly and performs maintenance trials, then these are additionally billable.

6.3 After decommissioning, the contractual partner shall have the equipment inspected before recommissioning by GEZE Service professional technicians, a service partner authorised by GEZE Service, or another expert, authorised company. The costs arising from this, including any overhauling and cleaning, are payable by the contractual partner. GEZE Service shall not be liable for defects or damages resulting from incorrect recommissioning by third parties.

7. Liability for defects

7.1 If services performed are defective, GEZE Service shall have the opportunity to make corrections or repeat the service, at its own discretion, within a reasonable time period. If GEZE Service is not able to correct a defect despite multiple attempts to do so, the contractual partner is entitled to withdraw from the agreement or request a price reduction, if the defect is significant.

7.2 The costs of testing and subsequent performance, notably transport costs, travel costs, haulage costs, labour and material costs, as well as dismantling and installation costs, shall be borne or refunded by GEZE Service only in accordance with the conditions of the statutory regulations if there is actually a defect. GEZE Service may otherwise claim from the contractual partner reimbursement of the costs incurred from the unjustified rectification request (notably test and travel costs).

7.3 The liability for material defects (warranty) shall lapse if the contractual partner changes or instructs



a third party to change the subject of the contract without consent from GEZE Service, rendering the rectification of defects impossible or unreasonably difficult. Incorrect storage, shipping, installation and use or programming by the contractual partner also constitute such a change. The contractual partner shall in all instances bear the additional costs incurred for correcting defects as a result of the change.

7.4 The contractual partner is under obligation to allow all work on the equipment to be carried out only by GEZE Service or its agent during the term of a Service Contract for equipment maintenance, in order to ensure the operation reliability of the equipment. If third parties work on the maintained equipment, any warranty claims can only be maintained if the contractual partner can clearly prove that the defect was not caused by the third party activity.

8. Liability and compensation

8.1 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 breach of duty attributable to GEZE Service is due to simple negligence and if an essential contractual obligation has been culpably breached, the liability for compensation is 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. All 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 shall also remain 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.

8.2 Where the liability for damages against GEZE Service is excluded or limited, this shall also apply with regard to the personal liability for damages of the employees, personnel, representatives and agents.

8.3 Product descriptions, which are the subject of the individual contract or have been openly published by GEZE Service or GEZE GmbH (notably in catalogues or on the GEZE website), serve only to describe products of average size and quality and do not constitute a quality agreement. GEZE Service does not assume any liability for public statements by other third parties (e.g. advertising claims). GEZE Service shall not issue any guarantees in the legal sense (notably quality and durability guarantees according to Section 443 BGB and such like).

9. Limitation

9.1 The statutory limitation periods shall apply to consumers without restriction.

9.2 If the contractual partner is a company, the general limitation period shall be one year,

- in deviation from Section 438 (1)(3) BGB for claims due to material and defects in title, in deviation from
- Section 634 a(1)(1) BGB for a work, the success of which lies in the manufacture, service or change to an item or in the provision of planning and monitoring services to this end.

9.3 The statutory conditions of Sections 438 (1)(2), 479(1), 634 a(1)(2) BGB shall remain unaffected.

9.4 The period shall start for deliveries of items on the delivery date, and for works or services from the date of acceptance.

9.5 For systems and products where maintenance has an impact on safety and functioning, it is possible to extend the period of limitation provided the contractual partner decides to transfer the maintenance to GEZE Service by concluding a service contract within 3 months of commissioning the system. In this case, the periods of limitation agreed in the service contract shall apply. Whether the maintenance affects the safety and functioning depends on the respective product specification sheets for the GEZE products.

10. No right of representation for fitters/technicians

Fitters/technicians of GEZE Service other individuals commissioned by GEZE Service to carry out the services are not authorised to accept notices of defect or to provide binding statements with effect for and against GEZE Service. Neither are they authorised to accept verbal orders or carry out contractual changes or supplements. The fitters/technicians are not authorised to accept payments for GEZE Service – unless they have a written payment collection order.

11. Rights of offset and retention

The contractual partner reserves the right of offset only if its counter claim(s) are legally upheld or undisputed. The contractual partner reserves the right of retention only to the extent that the counter claim is based on the same contractual relationship.

12. Documents

Figures, plans, drawings and other documents provided to the contractual partner by GEZE Service shall remain the property of GEZE Service. In this respect, all copyrights continue to apply indefinitely. The forwarding, reproduction or publication of these documents shall demand the express written consent of GEZE Service.

13. Force majeure

If unforeseeable and no-fault events or circumstances arise, which are neither in GEZE Service's area of influence nor can be prevented by GEZE Service, for example natural disasters, labour disputes, shortages of raw materials and energy, unrest, wars or terrorist conflicts, fire damage, floods, epidemics, pandemics, official measures or all other cases of force majeure, GEZE Service reserves the right to postpone contractual work and services for the duration of the disruption or to withdraw from the contract in part or in full because of the unfulfilled part of the contract, insofar as GEZE Service has not assumed the procurement risk. Within the framework of what is reasonable,

GEZE Service shall inform the contractual partner of the occurrence and – as much as possible – the duration of the events.

14. Data protection and confidentiality

14.1 The contractual partner can obtain the data protection declarations regarding the processing of personal data via the following link www.geze.com/de/datenschutz/. If the contractual partner does not have internet access, GEZE Service shall send the data protection declaration by post on request.

14.2 If the contractual partner is a company, it undertakes to treat information, such as data, plans, drawings, knowledge, calculations and experiences, such as company and operational secrets ("confidential information") which it has obtained directly or indirectly within the scope of cooperation with GEZE Service, as confidential and to not make them accessible to third parties and to use them exclusively for implementing this contract.

14.3 The contractual partner must ensure compliance with this demand, including by the individuals employed by it (employees and GEZE Service-approved representatives), whereby the group of individuals involved must be correspondingly small (need-to-know basis). If these individuals need to be involved, they are obliged to the same scope of confidentiality as stated here.

14.4 The duty of confidentiality is not applicable insofar as the notified information and documents

- are already public (generally known, are a part of the latest technological developments),
- were already known to the contractual partner at the time of notification or
- were subsequently notified by a third party without any mandatory confidentiality obligation, or
- must be published on the basis of official or judicial order.

The contractual partner shall bear the burden of proof if there is an exception in the confidentiality obligation, and inform GEZE Service immediately of any duty of publication.

14.5 If confidential information is passed to the contractual partner, it shall remain the property of GEZE Service. Transfer to third parties is prohibited as is the delivery of objects according to these drawings, models etc. Information may be released to third parties only after obtaining prior consent of GEZE Service or on the basis of an official obligation. In this case, GEZE Service must be informed immediately.

14.6 The obligation of non-disclosure is also applicable if the contract concerning the collaboration does not materialise. The contractual partner shall completely and immediately return all the documents to GEZE Service, which he has received on the basis of the collaboration, without being asked. Digital documents, including any files and copies created, must be deleted, with evidence provided to GEZE Service on request.

15. Changes to the T&Cs

GEZE Service reserves the right to amend these T&Cs unilaterally. In this case, GEZE Service shall inform the contractual partner in writing or electronically in full of the respective changes to the T&Cs. If the contractual partner does not reject the amended T&Cs within a period of 30 calendar days from receipt of the notification of amendment to the T&Cs, the silence of the contractual partner shall be deemed to be consent with the legal consequence that all amendment shall become valid. This regulation shall not apply to consumers.

16. Other

16.1 German law is applicable to the contractual relationships, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11/04/1980.

16.2 The place of fulfilment for legal transactions with companies is Leonberg. The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships with GEZE Service is the District court of Leonberg or the Stuttgart Local Court, depending on the value in dispute. The general place of jurisdiction, the place of residence of the debtor, applies to consumers.

GEZE Service GmbH

Registry court: Stuttgart Local Court, HRB 252569

Version: January 2021