



General Terms and Conditions for Supplies and Services of GEZE Deutschland GmbH

1. Scope

1.1 The following General Terms and Conditions ("GTC") apply to all legal transactions between GEZE Deutschland GmbH (hereinafter "GEZE Deutschland") and the respective contracting party.

1.2 These GTC apply exclusively to businesses within the meaning of Section 14 of the German Civil Code (BGB) or to legal entities governed by public law and special funds governed by public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

1.3 Any general terms and conditions of the contracting party that deviate from, conflict with or supplement these GTC shall only apply with the written consent of GEZE Deutschland. GEZE Deutschland is under no obligation to expressly object to contractual forms or terms and conditions of the contracting party, even if these terms and conditions specify that their validity is an express condition for the conclusion of the transaction.

1.4 These GTC apply to this transaction, as well as to any future transactions..

1.5 For contracts relating to software products, the GTC governing the transfer and licensing of software additionally apply. These can be accessed online at <https://www.geze.de/de/agb> and downloaded as a file.

2. Contract conclusion and contract transfer

2.1 Offers made by GEZE Deutschland are always subject to change and non-binding. An order or commissioning by the contracting party is deemed to be a binding contract offer.

2.2 A contract is only concluded upon receipt of the order confirmation from GEZE Deutschland or upon delivery or performance of the service.

2.3 GEZE Deutschland is entitled to transfer the contractual relationship, in whole or in part, to an affiliated company of GEZE Deutschland in accordance with Section 15 of the German Stock Corporation Act (AktG). The contracting party hereby gives its express consent to such a transfer. Upon the transfer taking effect, the acquiring company shall assume the respective rights and obligations arising from the contractual relationship. GEZE Deutschland shall be released from its obligations under the contract to the same extent. GEZE Deutschland undertakes to inform the contracting party of the transfer without delay (in writing). The notification must include, as a minimum, the full name and contact details of the acquiring company and the date of the transfer.

3. Prices, terms of payment and order cancellation

3.1 Our prices are quoted on an ex-works basis (EXW, Incoterms 2020), including loading, and are subject to the applicable statutory value added tax, but exclude packaging, transport and insurance costs.

3.2 GEZE Deutschland is free to amend current price lists at any time with future effect, unless otherwise expressly agreed in writing. When a new price list is published, previous price lists automatically cease to be valid..

3.3 GEZE Deutschland reserves the right to require payment in advance, plus legally applicable VAT. Otherwise, invoices are payable within 14 days of the invoice date, without any discount.

3.4 If, following the conclusion of the contract, there is a material deterioration in the contracting party's financial circumstances, or if circumstances that already existed at the time the contract was concluded only come to light subsequently, GEZE Deutschland may, upon becoming aware of this, demand advance payments or security and may withhold performance until such demands have been met. A material deterioration in the financial circumstances of the contracting party exists, in particular, if collection proceedings are initiated against them or if insolvency proceedings are opened regarding their assets, or if the credit report of the contracting party indicates an increased risk of default.

3.5 Invoicing for supplies and services takes place directly between the contracting party and GEZE Deutschland.

3.6 If the period between the conclusion of the contract and delivery or performance of the service exceeds 4 months, GEZE Deutschland shall be entitled to unilaterally adjust the prices specified in the contract by giving written notice of such changes, should production and/or raw material and/or energy costs, or the costs of operating materials or spare parts, or wages or social security contributions – as a significant component of, for example, installation, maintenance and repair costs – change (increase or decrease), or if new taxes or public levies are introduced that affect the subject matter of the contract or the contractual service. If the pricing change is more than 6 % (for continuing obligations ≥ 6 % per year), then changes above this value require approval of the contracting party. This approval is considered granted if the contracting party does not make use of their right of termination in case of a pricing change of ≥ 6 %, which is hereby granted, within 14 calendar days after notification is provided of the change, and if GEZE Deutschland has specifically notified them of this when disclosing the change. The termination period for this special right of termination by the contracting party is 2 calendar months to the end of the month for continuing obligations.

3.7 In the event of a 'goodwill cancellation' and the return of a product to GEZE Deutschland, or a 'free termination' according to Section 648 BGB or if the contracting party cancels the contract in accordance with Section 8 VOB/B (German Construction Contract Procedures) through no fault of GEZE Deutschland, a fee for other expenses and loss of profit amounting to 20 % of the net invoice amount shall be payable by the contracting party in respect of the cancellation or termination. Any return shipment costs shall be borne exclusively by the contracting, and are not included in the above mentioned fee. This shall not affect either the contracting party's right to prove that no loss has been incurred or that the loss was substantially lower, or GEZE Deutschland's right to prove that the loss was higher in individual cases. Likewise, this shall not affect GEZE Deutschland's claim for payment from the contracting party for services rendered up to the date of termination or cancellation, in accordance with the agreed contract prices..

3.8 The contracting party is not authorized to reject the entire delivery and/or service if only parts of the total delivery or service deviate insignificantly from the agreed quality, quantity, etc.

4. Delivery date, delay in delivery, storage costs

4.1 Delivery or installation dates are only binding if agreed in writing. Unless otherwise agreed in writing, the relevant date for deliveries is the date of readiness or dispatch. In the event of a delay in delivery, the contracting party must grant in writing an additional period of at least two weeks. If GEZE Deutschland fails to deliver or perform even after this time extension set by the contracting party, the contracting party may withdraw from the contract..

4.2 Any claim for damages by the contracting party in the event of a delay in delivery shall be subject to the conditions set out in clause 9. GEZE Deutschland reserves the right to prove that the loss was less than that claimed.

4.3 If delivery and/or the agreed commissioning/installation date is delayed at the request of the contracting party, or for reasons for which GEZE Deutschland is not responsible, for more than four weeks following notification of readiness for delivery or on delivery of the material to the agreed location, GEZE Deutschland may charge storage costs of 1 % of the order value for each month or part thereof, but not more than a total of 5 %. Both contracting parties are free to provide evidence of higher or lower storage costs or additional processing and administrative costs. If GEZE Deutschland stores the materials at a service partner or a third party (e.g. hauliers), GEZE Deutschland may, at its discretion, also claim the storage costs and additional processing and administrative costs actually incurred.

4.4 In the cases defined in clause 4.3, GEZE Deutschland is entitled to deduct the value of the goods, two months after delivery of the materials to the agreed location provided that the goods have not yet been called off for installation. If GEZE Deutschland requests the contracting party to collect the goods, the contracting party must collect them immediately or arrange for them to be collected. The transport costs shall be charged to the contracting party.

5. Performance of the contract

5.1 The services are provided in accordance with the contractual agreements and the generally recognized rules of good engineering practice applicable at the time the contract is concluded.

5.2 Installation and commissioning work is carried out by GEZE Deutschland or an authorized service partner. All work shall be carried out during normal working hours (Mon–Fri, between 7:00 AM and 5:00 PM, except for on public holidays at the place where the service is provided). Any work to be carried out outside normal working hours at the request of the contracting party must – except in the case of emergency services – be requested at least three weeks in advance. Work performed outside normal working hours and emergency services entitle GEZE Deutschland to charge additional surcharges – such as night, emergency, public holiday, Saturday and Sunday surcharges – on top of GEZE Deutschland's increased rates.

5.3 The remuneration and the scope of services are set out in the offer or the order confirmation. Unless a flat-rate fee is expressly agreed, services shall be charged on the basis of working hours, travel time and, where applicable, waiting time, at GEZE Deutschland's rates applicable at the time the order is placed, plus the applicable statutory value added tax. Similarly, services that exceed the agreed scope of services, such as additional repairs or the rectification of damage or faults resulting, for example, from improper use, shall be invoiced separately in accordance with the rates applicable at the time the services are performed. The current rates will be sent to the contracting party with the order confirmation and are also available on the GEZE website under the following link: <https://www.geze.de/de/services/downloads>.

5.4 Unless otherwise agreed, spare parts, operating materials and consumables are not included in the remuneration and can be charged additionally by GEZE Deutschland. 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.

5.5 Insignificant or minor deviations, as well as minor changes to the agreed specifications, are permitted, insofar as such changes to the subject of the contract are reasonable for the other party. In particular, improvements in accordance with the state-of-the-art in science and technology, technical modifications, improvements in the design or the choice of materials are considered reasonable.

5.6 The contracting party hereby instructs GEZE Deutschland to carry out any necessary on-site preparatory work that is missing or not included in the agreed scope of services, which is required for the complete, defect-free and/or timely completion of the works and which is in the actual or presumed interests of the contracting party, up to a maximum amount of €150.00 (net) without any further prior consultation between the parties. Once the work has been completed, GEZE Deutschland will inform the contracting party of the nature, scope and necessity of the work, as well as the costs incurred.

5.7 Unless otherwise agreed, additional services or extra costs (e.g. in the event of delays for which the contracting party is responsible) will be charged at the rates applicable at the time the service is provided (available at <https://www.geze.de/de/services/downloads>).

5.8 If installation or commissioning is not possible due to a lack of preliminary work on-site, although the work and services contractually owed by GEZE Deutschland have been provided, GEZE Deutschland may charge the additional costs for correcting the problem to the contracting party or postpone the installation until the problem/concerns have been resolved. The costs resulting from this shall be borne by the contracting party. Text form is sufficient for notification of problems according to Section 6 (1) VOB/B (Construction Tendering and Contract Regulations B) or concerns according to Section 4 (3) VOB/B. On-site preliminary work to be carried out by the contracting party shall comprise, as a minimum, the work notified by GEZE Deutschland to the contracting party at the time the contract was awarded. GEZE is not obliged to inspect, at its own expense, any preliminary work on-site prior to the agreed start of works.

5.9 If the provision of the service requires the erection of scaffolding or access equipment, the contracting party shall provide approved and tested scaffolding and access equipment on site where the working height exceeds 3 meters..



6. Retention of title

6.1 The supplied goods shall remain the property of GEZE Deutschland until all claims arising from the business relationship with the contracting party have been paid in full. If the value of all security rights to which GEZE Deutschland is entitled exceeds the amount of all secured claims by more than 10 %, GEZE Deutschland will, at the request of the contracting party, release a corresponding portion of the security rights; GEZE Deutschland is entitled to choose between the different security rights for the release.

6.2 If the goods supplied by GEZE Deutschland are permanently connected or mixed with goods from other suppliers or with goods owned by the contracting party, GEZE Deutschland is granted co-ownership of the newly created goods to the extent of the invoice value plus any default interest or claims for damages, if applicable.

6.3 As long as the contracting party is not in delay of payment, the contracting party may process and sell goods subject to the retention of title in the regular course of business. Pledges or transfers by way of security are inadmissible. In the event of attachments, seizures or other orders or interventions by third parties, the contracting party must notify GEZE Deutschland immediately in writing. If the contracting party resells the goods subject to retention of title, he is obliged to agree a corresponding retention of title with his customer. He must deliver the goods subject to retention of title to the customer only whilst retaining title to them, on the understanding that title shall not pass to the customer until the customer has paid the purchase price in full. Any claims against third parties arising from the resale of the goods subject to retention of title is hereby assigned by the contracting party to GEZE Deutschland as security – in the case of resale following processing or mixing, only on a pro rata basis.

7. Acceptance

7.1 Provided that the work owed by GEZE Deutschland under a contract for services has been substantially carried out in accordance with the contract, the contracting party must declare acceptance without delay. If there is no representative of the contracting party on site who is authorized to accept at the time of completion, both parties reserve the right to request a joint acceptance of the work and services within an additional period of 12 business days from receipt of the notification of the completion by the contracting party. If an acceptance is not requested or if the contracting party does not respond to the above notification, the work and services shall be deemed to be accepted upon the expiration of the additional period. If goods and services are used without acceptance or prior written consent from GEZE Deutschland, the performance shall also be deemed to have been accepted. 7.2 GEZE Deutschland is entitled to require the contracting party to accept partial deliveries, provided that the relevant partial delivery has been performed in accordance with the contract. According to the parties to the contract, individual door systems that have already been put into operation constitute a partial delivery that is ready for acceptance.

7.3 If the contracting parties have agreed to hold a joint acceptance inspection, this may, at GEZE Deutschland's request, also be carried out in the presence of the authorized service partner who carried out the work to be accepted. If the contracting party does not attend the acceptance appointment despite having agreed to it in a binding manner, then it shall reimburse any resulting expenses and shall automatically fall into default of acceptance without requiring any grace period.

8. Liability for defects

8.1 If the goods supplied by GEZE Deutschland are defective, GEZE Deutschland shall, at its discretion, either repair them or supply a replacement. If the repair or replacement fails, the contracting party may, provided the defect is an essential one, withdraw from the contract or demand a reduction in the price.

8.2 Complaints regarding type, quality and quantity, where obvious, must be submitted in writing to GEZE Deutschland immediately and at the latest within 5 calendar days of the goods' arrival at their destination. If the notification of a defect is justified and has been ascertained in time, the contracting party may exercise the aforementioned rights.

8.3 GEZE Deutschland shall bear or reimburse the costs incurred for the purposes of inspection and rectification – in particular transport, travel, labour and material costs, as well as, where applicable, removal and reinstallation costs – only in accordance with the statutory provisions, provided that verifiable evidence is provided and a defect actually exists. Otherwise, GEZE Deutschland may claim reimbursement from the contracting party for the costs incurred as a result of the unjustified request to rectify the defect (in particular, inspection and travel costs).

8.4 In the event of a warranty claim, GEZE Deutschland is entitled to carry out the installation and removal itself, or to have them carried out by third parties. The contracting party must give GEZE Deutschland a reasonable period of time to do so. If the contracting party has the installation and/or removal carried out by third parties or carries out this work itself, GEZE Deutschland's obligation to reimburse costs is limited to the costs that would have been incurred if the work had been carried out by GEZE Deutschland or a company commissioned by GEZE Deutschland. All invoices and supporting documents must be submitted to GEZE Deutschland without delay, and at the latest within 30 calendar days of the installation and/or removal work being carried out.

8.5 Liability for material defects (warranty) shall not apply if the contracting party changes the goods supplied under the contract, or has it changed by third parties, without GEZE Deutschland's consent, and this renders the rectification of the defects impossible or unreasonably difficult. Incorrect storage, shipping, installation and use or programming by the contracting party also constitute such a change. The contracting party shall in all instances bear the additional costs incurred for correcting defects as a result of the change.

8.6 Where the product allows and the contracting party has access to the returns portal, a customer complaint report must be created via the returns portal for a defective product. Otherwise, the contracting party must submit a complaint to GEZE Deutschland in writing by using the complaints form (available at <https://www.geze.com/de/services/retoure-reklamation>), which has to be sent to the central complaints inbox, and comply with GEZE Deutschland's further instructions regarding the handling of the complaint. As part of the complaints handling process, GEZE Deutschland assesses whether it is necessary to return the product in order to evaluate the complaint. In this case, GEZE Deutschland will ask the contracting party to return the goods. Any return of goods by the contracting

party to GEZE Deutschland must take place within 14 calendar days of the request being made. In the event of deliveries of spare parts, the contracting party must return the defective item to GEZE Deutschland in accordance with the statutory provisions.

8.7 If the product returned is defective, GEZE Deutschland reserves the right to scrap it at its own expense. The contracting party hereby waives its right of ownership with respect to the defective parts and products returned to GEZE Deutschland pursuant to the process set out under clause 8.6, as well as defective products removed directly on site.

9. Liability and compensation

9.1 GEZE Deutschland shall be liable for compensation without restriction in accordance with the statutory provisions if a breach of duty attributable to GEZE Deutschland is due to wilful or gross negligence. If a breach of duty attributable to GEZE Deutschland 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 that must be fulfilled for the contract to be carried out and on the fulfilment of which the contracting party may ordinarily rely include all major contractual obligations as well as other contractual (secondary) obligations which, in the event of culpable breach of duty, may endanger the attainment of the purpose of the contract. All further liability is excluded. However, GEZE Deutschland's full liability under the provisions of the German Product Liability Act remains unaffected. Liability owing to death, personal injury or damage to health shall also remain unaffected. Furthermore, GEZE Deutschland's full liability remains in full effect in the event of assumption of guarantees or wilful deception by GEZE Deutschland.

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

9.3 Product descriptions, which are the subject of the individual contract or have been openly published by GEZE Deutschland (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 Deutschland does not assume any liability for public statements by other third parties (e.g. advertising claims). GEZE Deutschland shall not issue any guarantees in the legal sense (notably quality and durability guarantees according to Section 443 BGB and such like).

10. Limitation period

10.1 The limitation period is generally one year,

- in deviation from Section 438 (1)(3) BGB for claims resulting from breaches of duty due to defective performance in the form of material defects and defects in title,
- in deviation from Section 634a(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.

10.2 The statutory provisions of Sections 438(1)(2), 479(1) and 634a(1)(2) BGB or other mandatory longer statutory limitation terms shall remain unaffected.

10.3 In the case of the supply of goods, the period shall commence on the date of delivery; in the case of works and services, it shall commence on the date of acceptance.

10.4 For systems and products where maintenance affects safety and functionality, the limitation period may be extended provided that the contracting party decides, within 3 months of the system being commissioned, to transmit maintenance to GEZE Deutschland by concluding a Service Contract. In this case, the periods of limitation agreed in the service contract shall apply. Whether maintenance affects safety and functionality depends on the relevant product data sheets for GEZE products.

11. Technical advice on applications

11.1 Our technical application advice, both verbal and written, is intended only to provide the contracting party with a description of the optimal use of our products. It does not release the contracting party from his obligation to perform his own tests and measurements to ensure the suitability and usability of our products for the purpose intended by him. The contracting party shall ensure that our verbal and written technical application advice is passed on to the individuals who are ultimately responsible.

11.2 If the contracting party accuses GEZE Deutschland of giving incorrect technical application advice, the contracting party must state this in writing immediately after establishing the possible breach of duty. In this case, the provisions stated under clause 9 are the determining factor. In all cases, liability is limited to the damage foreseeable at the time of concluding the contract, unless GEZE Deutschland has deliberately breached its duty. GEZE Deutschland reserves the right to prove lesser damages.

12. No right of representation for fitters/technicians

Fitters/technicians employed by GEZE Deutschland, or any other persons commissioned by GEZE Deutschland to carry out installation work, are not authorised to accept complaints or to issue binding statements in response to such complaints. Neither are they authorised to accept verbal orders or carry out contractual changes or supplements.

13. Documents

Illustrations, plans, drawings and other documents provided by GEZE Deutschland to the contracting party shall remain the property of GEZE Deutschland. In this respect, all copyrights continue to apply indefinitely. The forwarding, reproduction or publication of these documents requires the express written consent of GEZE Deutschland. GEZE Deutschland shall not be liable for any defects or errors arising from the supporting documents provided by the contracting party.

14. Rights of offset and retention

The contracting party reserves the right of offset only if its counter claim(s) are legally upheld or undisputed, unless the counter claim and the claim against which the set-off is declared are linked in a synallagmatic manner. The contracting party reserves the right of retention only to the extent that the counter claim is based on the same contractual relationship.



15. Force majeure

If unforeseeable events or circumstances beyond GEZE Deutschland's control, which are neither in GEZE Deutschland's area of influence nor can be prevented by GEZE Deutschland, for example natural disasters, labour disputes, shortages of raw materials and energy, unrest, wars or acts of terrorism, fire damage, floods, epidemics, pandemics, official measures or all other cases of force majeure, GEZE Deutschland 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 Deutschland has not assumed the procurement risk. This is also the case for cyberattacks and other third party attacks against GEZE Deutschland's IT infrastructure, if GEZE Deutschland is not able to prevent these despite taking appropriate protective measures and using the appropriate level of care. Within the framework of what is reasonable, GEZE Deutschland shall inform the contracting party of the occurrence and – as much as possible – the duration of the events.

16. Export conditions

16.1 In the event that, after accepting an order, GEZE Deutschland finds circumstances and informs the contracting party immediately and credibly, which justify the assumption of an existing or future breach of applicable national, EU or international export regulations or any approval requirements or the following obligations in clause 16.2, GEZE Deutschland is herewith granted by mutual consent a reasonable period for a further examination. GEZE Deutschland shall not be deemed to be in default during this period by mutual consent for the time of this examination period and any demanded approval process, and GEZE Deutschland shall be granted the right to refuse services. If any necessary permits are denied or if no decision is made on a permit application after six months, or if it is not sufficiently clear that the permit will not be granted, or if there is a violation of an existing agreement that cannot be corrected, then GEZE Deutschland shall have not only the right to refuse services but also the right to withdraw from the contract. If GEZE Deutschland does withdraw, it shall be entitled to reimbursement of costs for work already performed up to this time. Any claims for damages by the contracting party against GEZE Deutschland resulting from or in conjunction with ending this contract are excluded. GEZE Deutschland shall repay any advance payments received, insofar as this is permitted by law; GEZE Deutschland is expressly entitled to offset these against claims for damages or claims for cost repayments.

16.2 The contracting party shall not use the supplied goods either for military or nuclear purposes of any kind nor shall it sell these goods to third parties with aforementioned end applications or otherwise provide them to third parties directly or indirectly. They likewise hereby undertake to not send delivered goods to Russia or for use in Russia if they are subject to an export prohibition under relevant and applicable EU sanctions regulations, including goods listed in Art. 12g of regulation (EU) 833/2014 and goods that are subject to an export ban to Belarus under relevant and applicable EU sanctions regulations, including goods listed in the annexes referred to in Art. 8g of Regulation (EC) 765/2006, not to deliver them to Belarus or for use in Belarus and not to deliver the goods for installation or use in relation to ships listed in Annex XLII of Regulation (EU) 833/2014. If they intend to send goods outside of the EU or a partner country according to Annex VIII to regulation (EU) 833/2014 / Annex Vb to Regulation (EC) 765/2006, the contracting party hereby undertakes to include regulations with the same meaning in their contracts with the third party recipients of the goods, and likewise obligate them to include contractual regulations with their own contractual partners if they are not the final customers. If the contracting party violates their obligations under number 16.2 clauses 2 and 3, they are obligated to pay a contractual penalty of 30 % of the purchase price per violation, unless they can prove that they were not responsible for the violation. In case of a violation, GEZE Deutschland is entitled to withdraw from the agreement and to assert further claims for damages in accordance with the law. If GEZE Deutschland does withdraw, it shall be entitled to reimbursement of costs for work already performed up to this time. Any claims for damages by the contracting party against GEZE Deutschland resulting from or in conjunction with ending this contract are excluded.

16.3 The contracting party is obligated to provide GEZE Deutschland with complete information upon request regarding the deliveries made and locations of the delivered goods, including providing suitable verifications (such as delivery and export documents), and to provide information on the contractual agreements concluded with third parties by providing the contracts (or excerpts thereof). At GEZE Deutschland's request, the contracting party shall send the originals of the corresponding end-use documents in the form specified by the Federal Office of Economics and Export Control (Bundesamt für Wirtschaft und Ausfuhrkontrolle - BAFA) without delay, but not later than within 10 calendar days. GEZE Deutschland is also entitled to determine the location of goods through on-site checks or commission third parties to conduct on-site checks. GEZE Deutschland is entitled to deny services and withdraw from the agreement if the contracting party does not provide the requested information, documents and end-use documents within a reasonable time period, or declines to permit an on-site check by GEZE Deutschland or a third party commissioned by GEZE Deutschland, unless the contracting party can prove to GEZE Deutschland why they cannot provide the requested documents or information, or why carrying out the on-site checks would not be possible or reasonable. If GEZE Deutschland does withdraw, it shall be entitled to reimbursement of costs for work already performed up to this time. Any claims for damages by the contracting party against GEZE Deutschland resulting from or in conjunction with ending this contract are excluded.

16.4 Compliance with and implementation of the relevant export conditions and other laws of the contracting party's country and of the country where deliveries are to be made, are the responsibility of the contracting party. When concluding the contract, the contracting party shall inform GEZE Deutschland in writing of characteristics that result from these conditions. In the case of noncompliance with the conditions of the paragraphs above, the contracting party shall be liable to GEZE Deutschland for all damages and herewith indemnifies GEZE Deutschland externally from resulting claims by third parties

17. Data Protection and Confidentiality

17.1 The contracting party can obtain the data privacy declarations regarding the processing of personal data according to the GDPR at the following link: <https://www.geze.com/de/datenschutz>. If the contracting party does not have internet access, GEZE Deutschland can also send the data

privacy declarations by mail upon request.

17.2 The contracting party 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 Deutschland, as confidential and to not make them accessible to third parties and to use them exclusively for implementing this contract.

17.3 The contracting party must ensure compliance with this demand, including by the individuals employed by it, 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.

17.4 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 contracting party 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 contracting party shall bear the burden of proof if there is an exception to the confidentiality obligation, and inform GEZE Deutschland immediately of any disclosure obligation.

17.5 If confidential information is passed to the contracting party, it shall remain the property of GEZE Deutschland. 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 Deutschland or on the basis of an official obligation. In this case, GEZE Deutschland must be informed immediately.

17.6 The obligation of non-disclosure is also applicable if the contract concerning the collaboration does not materialise. The contracting party shall completely and immediately return all the documents to GEZE Deutschland that it 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 Deutschland on request.

18. Changes to the Terms and Conditions

GEZE Deutschland reserves the right to amend these GTC unilaterally at any time. In this case, GEZE Deutschland will inform the contracting party in full, either in writing or electronically, of the relevant changes to these GTC. If the contracting party does not reject the amended GTC within a period of 30 calendar days from receipt of the notification of change to the GTC, the silence of the contracting party shall be deemed to be consent with the legal consequence that all changes shall become valid.

19. Place of performance, applicable law and jurisdiction

19.1 The place of performance for our deliveries and services is the respective place of dispatch of the goods or the agreed place of delivery or installation; for payment by the contracting party, it is the registered office of GEZE Deutschland in Leonberg.

19.2 The contractual relationship shall be governed by German law, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.

19.3 Where the contracting parties are companies, legal persons under public law or special funds under public law and depending on the value of the claim, the district court of Leonberg or the regional court of Stuttgart shall have exclusive jurisdiction over any dispute between the contracting party and GEZE Deutschland arising from this contractual relationship. In such cases, GEZE Deutschland may at its discretion also bring an action at the contracting party's registered office. Any statutory regulations that take precedence (such as exclusive places of jurisdiction) shall remain unaffected.

GEZE Deutschland GmbH
Registry Court, Stuttgart District Court, HRB 252569
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