



General Terms and Conditions for GEZE GmbH supplies and services

1. Scope

1.1 The following General Terms and Conditions ('T&Cs') apply to legal transactions between GEZE GmbH (hereinafter referred to as 'GEZE') and the respective contractual partner.

1.2 These T&Cs apply exclusively to companies as defined in Section 14 BGB (German Civil Code) or to legal persons under public law and public-law special assets as defined in Section 310 (1) BGB.

1.3 T&Cs on the part of the contractual partner's which differ from, contradict or supplement these conditions shall apply only with written consent from GEZE. GEZE 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.

1.5 For contracts relating to software products, the T&Cs governing the transfer and licensing of software additionally apply. These can be accessed on the internet at <https://www.geze.de/de/aqb> and downloaded as a file.

2. Contract conclusion

2.1 Offers by GEZE are non-binding, unless otherwise stipulated in the corresponding offer. The order or commissioning by the contractual partner is deemed to be a binding contract offer.

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

3. Prices, payment terms and order cancellation

3.1 Our prices apply ex works (EXW, Incoterms 2020) including loading and plus the statutory applicable VAT, but not including packaging, transport and insurance costs, unless otherwise agreed. Our deliveries and services are carried out exclusively within the Federal Republic of Germany. Deliveries abroad are possible only with prior contractual agreement.

3.2 GEZE is free to change 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 reserves the right to request payment plus applicable statutory VAT in advance. Otherwise, invoices are payable in full within 14 days of the invoice receipt/invoice date without discounts, unless otherwise contractually agreed.

3.4 If 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 fulfillment until this demand has been fulfilled. A material deterioration in the financial circumstances of the contractual partner exists, in particular, if collection proceedings are initiated against them or if insolvency proceedings are opened regarding their assets, or if the credit check indicates an increased risk of default.

3.5 Billing of the deliveries and services shall be directly between the contractual partner and GEZE. GEZE reserves the right to assign other future claims that arise as a result of additional work by GEZE Service GmbH, during installation of commissioning, notably additional expenses due to omitted preliminary work and supplements, to GEZE Service GmbH. The contractual partner party must raise any objections against assigned claims with GEZE Service GmbH as the executing company and holder of the claims.

3.6 If the period between the time the contract is concluded and delivery or completion of the service is more than 4 months, GEZE reserves the right to unilaterally change contractually specified prices through written notification of amendment, if production and/or purchased material and/or energy costs, or the costs for operating equipment or spare parts or wages or social contributions as a significant component, such as assembly costs, change (increase or decrease) or if new taxes or public levies are introduced, which affect the contractual object or contractual service. If the pricing change is more than 6 % (for continuing obligations $\geq 6\%$ per year), then changes above this value require approval of the contractual partner. This approval is considered granted if the contractual partner does not make use of their right of termination in case of a pricing change of $\geq 6\%$, which is hereby granted, within 14 calendar days after notification is provided of the change, and if GEZE has specifically notified them of this when disclosing the change. The termination period for this special right of termination by the contractual partner is 2 calendar months to the end of the month for continuing obligations.

3.7 In the case of 'goodwill cancellation' and the voluntary return of the product to GEZE 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 is not culpable, a flat-rate free of 20% of the net invoice amount for other costs and lost profits shall be charged to the contractual partner for the cancellation or termination. Any return shipment costs shall be borne exclusively by the contractual partner, and are not included in the flat rate. 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 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 to the contractual partner until termination or cancellation according to the agreed contractual prices.

3.8 The contractual partner is not entitled to reject the full delivery and/or service if only parts of the full delivery/service differ considerably from the agreed quality/quantity/etc.

4. Deadlines, default, storage costs, place of delivery/place of fulfillment

4.1 Delivery or installation dates are binding only after written agreement. Unless agreed otherwise in writing, the relevant time for deliveries is the time of supply or dispatch. In the event of a delay in delivery or in completing the service, the contractual partner must set an extension of at least two weeks in writing. Should GEZE fail to deliver or complete services even after this time extension set

by the contractual partner, the contractual partner is entitled to withdraw from the contract.

4.2 Any damage claims made by the contractual partner are subject to the conditions stated in clause 9. GEZE reserves the right to prove lesser damages.

4.3 If delivery and/or the agreed commissioning/installation date is delayed at the request of the contractual partner, or for reasons for which GEZE is not responsible, by more than 4 weeks of notification of readiness for delivery or on delivery of the material to the agreed location, GEZE may charge storage costs of 1 per cent of the net order value for each month or part thereof, but not more than a total of 5 per cent. The contractual parties remain free to verify that the storage costs and additional processing and administrative costs (for instance for placing goods into and removing them from storage) are higher or lower. If GEZE stores the materials at GEZE Service GmbH or a third party (such as a freight forwarder), then GEZE can, at its discretion, also assert the actual storage costs incurred as well as processing and administrative costs.

4.4 In cases as defined under point 4.3, GEZE reserves the right to deduct the value of the goods two months after delivery of the material to the agreed location provided the goods have not yet been called off for installation.

5. Performance of services

5.1 The services are provided in accordance with the contractual agreements and, if not otherwise agreed in writing, according to standard engineering practice applicable at the time of conclusion of the contract.

5.2 The installation and commissioning work is performed by GEZE Service GmbH, a service partner engaged by GEZE Service GmbH or by an expert installation company engaged by GEZE. Work which, at the contractual partner's request, is to be performed outside the normal working hours of GEZE Service GmbH must be requested at least 4 weeks in advance. These working hours entitle GEZE to charge extended surcharges such as night, public holiday, Saturday and Sunday surcharges at higher rates, according to the current valid internal prices.

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

5.4 Immaterial or inconsiderable deviations and slight changes 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.

5.5 The contractual partner hereby tasks GEZE with carrying out any omitted or non-contractual but necessary on-site preliminary work needed to achieve the full, defect-free and/or on-time production of the work and which corresponds to the actual or presumed interest of the contractual partner, up to a maximum amount of €150.00 (net,) without prior consultation between the parties. On completion of the works, GEZE or GEZE Service GmbH shall inform the contractual partner of the content, extent, necessity and the costs incurred. If not otherwise agreed, additional expenses (for instance in case of obstacles) shall be charged directly to the contractual partner by GEZE Service GmbH at the rates applicable at the time service is performed, plus applicable statutory VAT (stated under www.geze.de/de/services/service-originele), either through assignment according to clause 3.5 or through independent commissioning of GEZE Service GmbH by the contractual partner.

5.6 If installation or commissioning is not possible due to omitted preliminary work on-site, although the work and services contractually owed by GEZE can be provided, GEZE may charge the additional costs for correcting the problem to the contractual partner or postpone the installation until the problem/concerns have been remedied. The costs resulting from this shall be borne by the contractual partner. GEZE Service GmbH shall charge the contractual partner for this in accordance with the assignment under point 3.5. 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 is at a minimum preliminary work that GEZE or GEZE Service has notified to the contractual partner as part of the commissioning. GEZE is not obligated to review the performance of preliminary on-site work at its own cost before the agreed start of implementation.

5.7 If it is necessary to erect scaffolding or climbing aids to provide services, approved and tested scaffolding and climbing aids shall be provided on site by the contractual partner for working heights above 3 metres and approved by authorized persons before use. The contractual partner is obligated to notify the implementing installation company of the approval in text form.

6. Retention of title

6.1 The supplied goods shall remain the property of GEZE until payment in full of all claims from the business relationship with the contractual partner. If the value of all security rights to which GEZE is entitled exceeds the amount of all secured demands by more than 10%, on the contracting partner's request GEZE will release the corresponding portion of security rights. GEZE is entitled to choose between different security rights for the release.

6.2 Any processing or modification of our goods will always be on behalf of GEZE as the manufacturer, however without obligation to us. If the article supplied by GEZE is permanently connected or mixed with articles from other suppliers or with articles which are the property of the contractual partner, GEZE is granted joint ownership of the new article to the amount of the invoice, plus any default interest or claims for damages, if applicable.

6.3 As long as the contractual partner is not in delay of payment, he may process and sell articles subject to the retention of title in the regular course of business. Pledges or transfers by way of security are inadmissible. The contractual partner must immediately inform GEZE in writing of any pledges, confiscations and other orders or interventions by third parties. On resale subsequent to processing or only proportionate mixing, the buyer passes claims against a third party resulting from the resale of goods subject to the retention of title to GEZE immediately as security.



7. Acceptance

7.1 If the service owed by GEZE was performed essentially in accordance with the contract, then the contractual partner shall promptly declare acceptance. If there is no representative of the contractual partner on site who is authorised 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 contractual partner. If an acceptance is not requested or if the contractual partner 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, the performance shall also be deemed to have been accepted.

7.2 GEZE is authorised to request that the contractual partner accept self-contained partial services if the respective partial service was performed in accordance with the contract. According to the will of the contractual parties, even individual commissioned door systems represent a partial service that is eligible for acceptance.

7.3 If the contractual parties have agreed to carry out a joint acceptance procedure, then at the request of GEZE this can also be carried out with GEZE Service GmbH or the installation company which has performed the service to be accepted. If the contractual partner 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 an item supplied by GEZE is defective, GEZE must, at its own discretion, either repair or replace the item. If the repair or replacement is unsuccessful, the contractual partner may withdraw from the contract or claim a reduction in the price where the defect is substantial.

8.2 Complaints concerning type, quality and quantity, where the defect is obvious, must be notified to GEZE immediately in writing, and at the latest within 5 business days of receipt of the goods at the destination. If the notification of a defect is justified and has been ascertained in time, the contractual partner party may exercise the aforementioned rights.

8.3 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 only in accordance with the conditions of the statutory regulations if auditable verifications have been submitted and if there is actually a defect. GEZE may otherwise claim from the contractual partner reimbursement of the costs incurred from the unjustified rectification request (notably test and travel costs).

8.4 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, 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.

8.5 If possible on the production side, and where the contractual partner has access to the returns portal, a customer complaint report (Q report) must be created for the defective product and the defective product sent to GEZE within 14 calendar days. Otherwise, the contractual partner must report any complaint to GEZE in writing using the complaint form (available at <https://www.geze.com/de/services/retoure-reklamation>) to the central complaint mailbox, and must follow further instructions from GEZE regarding handling the complaint. In the event of deliveries of spare parts, the contractual partner shall return the defective items to GEZE in accordance with the statutory provisions.

8.6 If the returned product is defective, GEZE reserves the right to scrap it at its own cost. The contractual partner herewith relinquishes its property rights with respect to the defective parts and products returned to GEZE pursuant to the process set out under point 8.5, as well as defective products dismantled directly on site.

9. Liability and compensation

9.1 GEZE shall be liable for compensation without restriction in accordance with the statutory provisions if a breach of duty attributable to GEZE is due to wilful or gross negligence. If a breach of duty attributable to GEZE 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 which the contractual partners can rely will be fulfilled 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's full liability under the provisions of the German Product Liability Act remains unaffected. Liability owing to injury caused to life, body and health shall also remain unaffected. Furthermore, GEZE's full liability remains in full effect in the event of assumption of guarantees or wilful deception by GEZE.

9.2 Where the liability for damages against GEZE 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 (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 does not assume any liability for public statements by other third parties (e.g. advertising claims). GEZE shall not issue any guarantees in the legal sense (notably quality and durability guarantees according to Section 443 BGB and such like).

10. Limitation

10.1 The period of limitation 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 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.

10.2 The statutory conditions of Sections 438 (1)(2), 479(1), 634 a(1)(2), 478, 445a BGB or other mandatory longer statutory limitation terms shall remain unaffected.

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

10.4 For systems and products that must be maintained by a specialist company according to the manufacturer's instructions, it is possible to extend the period of limitation provided the contractual partner decides to transfer the maintenance to GEZE Service GmbH 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.

11. Technical application advice

11.1 Our technical application advice, both verbal and written, is intended only to provide the contractual partner with a description of the optimal use of our products. It does not release the contractual partner 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 contractual partner shall ensure that our verbal and written technical application advice is passed on to the individuals who are ultimately responsible.

11.2 If the contractual partner party accuses GEZE of giving incorrect technical application advice, the ordering 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 has deliberately breached its duty. GEZE reserves the right to prove lesser damages.

12. No right of representation for fitters/technicians

Fitters/technicians of GEZE Service GmbH or other individuals commissioned by GEZE to carry out the installation are not authorised to accept notices of defect or to provide binding statements with effect for and against GEZE. Neither are they authorised to accept verbal orders or carry out contractual changes or supplements.

13. Documents

Plans, drawings and other documents provided to the contractual partner by GEZE shall remain the property of GEZE. 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. GEZE is not liable for defects or faults, which result from the documents provided by the contractual partner.

14. Rights of offset and retention

The contractual partner reserves the right of offset only if its counter claim(s) are legally upheld or undisputed, unless the counter claim and the offset primary claim are linked in a synallagmatic manner. The contractual partner reserves the right of retention only to the extent that the counter claim is based on the same contractual relationship.

15. Force majeure and other unforeseeable events

If unforeseeable and no-fault events or circumstances arise, which are neither in GEZE's area of influence nor can be prevented by GEZE, 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 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 has not assumed the procurement risk. This is also the case for cyberattacks and other third party attacks against GEZE's IT infrastructure, if GEZE 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 shall inform the contractual partner 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 finds circumstances and informs the contractual partner 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 is herewith granted by mutual consent a reasonable period for a further examination. The occurrence of any performance delay is ruled out by mutual consent for the period of this examination period and any demanded approval process, and GEZE 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 shall have not only the right to refuse services but also the right to withdraw from the contract. If GEZE does withdraw, it shall be entitled to reimbursement of costs for work already performed up to this time. Any claims for damages by the contractual partner against GEZE resulting from or in conjunction with ending this contract are excluded. GEZE shall repay any advance payments received, insofar as this is permitted by law; GEZE is expressly entitled to offset these against claims for damages or claims for cost repayments.

16.2 The contractual partner 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. If they intend to send goods outside of the EU or a partner country according to Annex VIII to regulation (EU) 833/2014, the contractual partner 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 contractual partner 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 is entitled to withdraw from the agreement and to assert further claims for damages in accordance with the law. If GEZE does withdraw, it shall be entitled to reimbursement of costs for work already performed up to this time. Any claims for damages by the contractual partner against GEZE resulting from or in conjunction with ending this contract are excluded.

16.3 The contractual partner is obligated to provide GEZE with complete information upon request regarding the completed deliveries 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's request, the contractual partner 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 is also entitled to determine the location of goods through on-site checks or commission third parties to conduct on-site checks. GEZE is entitled to deny services and withdraw from the agreement if the contractual partner does not provide the requested information, documents and final location documents within a reasonable time period, or declines to permit an on-site check by GEZE or a third party commissioned by GEZE, unless the contractual partner can prove to GEZE 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 does withdraw, it shall be entitled to reimbursement of costs for work already performed up to this time. Any claims for damages by the contractual partner against GEZE 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 contractual partner's country and of the country where deliveries are to be made, are the responsibility of the contractual partner. When concluding the contract, the contractual partner shall inform GEZE in writing of characteristics that result from these conditions. In the case of non-compliance with the conditions of the paragraphs above, the contractual partner shall be liable to GEZE for all damages and herewith indemnifies GEZE externally from resulting claims by third parties.

17. Data protection and confidentiality

17.1 The contractual partner 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 contractual partner does not have internet access, GEZE can also send the data privacy declarations by mail upon request.

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

17.3 The contractual partner 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 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 immediately of any duty of publication.

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

17.6 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, 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 on request.

18. Changes to the T&Cs

GEZE reserves the right to amend these T&Cs unilaterally. In this case, GEZE 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.

19. Place of performance, applicable law and place of jurisdiction

19.1 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, the place of payment by the contractual party is the head office of GEZE in Leonberg

19.2 This contract is governed by the laws of Germany. If the head office of the contractual partner

party is based abroad and if the delivery is carried out to a country other than Germany, the UN Convention on Contracts for the International Sale of Goods (CISG) from 11 April 1980 applies, or German law where the CISG does not contain the appropriate regulations.

19.3 Where the contractual parties are companies, legal persons under public law or owners of public-law special assets, 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 contractual partner and GEZE arising from this contractual relationship. In such cases, GEZE may at its discretion also bring an action at the contractual partner's registered office. Any statutory regulations that take precedence (such as exclusive places of jurisdiction) shall remain unaffected.

GEZE GmbH

Registry Court, Stuttgart District Court, HRB 250329

Last updated: March 2024