



## General Terms and Conditions for GEZE GmbH supplies and services

### 1. Scope

1.1 The following General Terms and Conditions ('T&Cs') apply to all transactions between GEZE GmbH (hereinafter referred to as 'GEZE'), including its subsidiaries and branches, except for GEZE Service GmbH, 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/agb> and downloaded as a file.

### 2. Contract conclusion

2.1 Quotes from GEZE are always subject to alteration and non-binding. 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 electronic 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.

3.2 Our prices are without discounts. Deduction of a discount is permitted only on the basis of a written agreement.

3.3 GEZE reserves the right to request payment plus VAT in advance. Otherwise, invoices are payable in full within 14 days of the invoice receipt/invoice date, unless agreed otherwise in writing.

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 fulfilment until this demand has been fulfilled.

3.5 Billing of the deliveries and services shall be directly between the contractual partner and GEZE. GEZE shall assign other future claims that arise as a result of additional work by our subsidiary, GEZE Service GmbH, during installation of commissioning, notably additional expenses due to omitted preliminary work and supplements, to GEZE Service GmbH, which has expressly accepted this assignment. The contractual partner party is aware of said assignment. 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 GEZE 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 for equipment or spare parts, or the wages as a significant component, such as maintenance and repair 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 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.

3.7 In the case of 'goodwill cancellation' and the 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 10% of the net invoice amount for other costs and lost profits shall be charged to the contractual partner for 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 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. Delivery time, delay in delivery, storage costs

4.1 Delivery dates are binding only after written agreement. Unless agreed otherwise in writing, the relevant time is the time of supply or dispatch. In the event of a delay in delivery, the contractual partner must set an extension of at least two weeks. Should GEZE fail to deliver 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 3 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 order value for each month or part thereof, but not more than a total of 5 per cent. Both contractual parties reserve the right to see evidence of higher or lower storage costs. If GEZE stores materials at GEZE Service GmbH or third party premises (e.g. hauliers), GEZE may, at its discretion, claim the actual storage costs incurred.

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. If the GEZE asks the contractual partner to take delivery of the goods, the contractual partner shall collect them or arrange their collection immediately. The transport costs shall be charged to the contractual partner.

### 5. Performance of services

5.1 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.

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.

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. GEZE Service GmbH will charge the costs for this additional expenditure directly to the contractual partner, either through assignment according to point 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 have been provided, GEZE may charge the additional expenditure 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. 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.

5.7 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.

### 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

If GEZE installs the products supplied at the site of a contractual partner or a third party, joint acceptance shall be performed before the contractual partner or third party starts to use the item. 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 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.



## 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 10 calendar 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 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 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. The contractual partner must otherwise report any complaint to GEZE in writing in accordance with the GEZE instructions regarding the settlement of complaints. 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 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, 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 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.

10.2 The statutory conditions of Sections 438 (1)(2), 479(1), 634 a(1)(2) BGB 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 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 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. Whether the maintenance affects the safety and functioning depends on the respective product specification sheets for the GEZE products.

## 11. Technical application advice

11.1 Our technical application advice, both verbal and written, is intended only to provide the contractual partner party 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 to ensure the suitability 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. The fitters/technicians are not authorised to accept payments for GEZE – unless they have a written payment collection order.

## 13. Documents

Figures, 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. 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

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. 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 national or international export regulations and American export law or any approval needs, 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. If a demanded approval is not granted or cannot be obtained for other reasons, GEZE reserves the right to refuse performance and to withdraw from the contract.

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. 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 working days (Monday to Saturday).

16.3 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 protection declarations regarding the processing of personal data via the following link: <https://www.geze.com/de/datenschutz>. If the contractual partners does not have internet access, GEZE shall send the data protection declaration by post on 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 (employees and GEZE-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.

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.

GEZE GmbH  
Registration Court at the Stuttgart Local Court, HRB 250329  
Version: January 2021