

General Terms and Conditions for Supplies and Services of the GEZE Companies

The following conditions shall apply exclusively to legal transactions that do not involve consumers:

1. Contract Conclusion

1.1 All contracts made with GEZE are concluded exclusively on the basis of the following conditions. Any deviating purchasing conditions of the ordering party only apply with our written consent. Our quotations are always subject to change. A contract shall only be entered into upon our written confirmation or by delivery. GEZE is not obligated 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 the business transaction.

1.2 These general terms and conditions apply to this business transaction, as well as for any future business transactions.

2. Prices and Terms of Payment

2.1 Our prices are ex-works including loading, but exclude packing, transport and insurance costs.

2.2 GEZE has the right to demand a strictly net payment in advance. Otherwise the invoices must be paid net within 14 days from the date of invoice.

2.3 Cheques are not valid until they have been cashed or until consistent credit entry and are only accepted on account of performance. Bills of exchange are not accepted.

2.4 If there is a substantial deterioration in the financial circumstances of the ordering party or if this is suspected by GEZE after conclusion of the contract, GEZE is entitled to demand – as soon as GEZE becomes aware of this – advance payments or securities and refuse fulfilment until this demand has been fulfilled. If the ordering party refuses, GEZE is entitled to withdraw from the contract and to demand compensation for damages due to non-fulfilment.

2.5 Prices are charged directly between the ordering party and GEZE. GEZE GmbH has assigned any other claims arising from additional work during commissioning by GEZE Service, in particular additional expenses due to missing advance payments and supplements, to GEZE Service GmbH, which has expressly accepted this assignment. The ordering party is aware of said assignment. The ordering party must raise any objections against assigned claims with GEZE Service GmbH as the executing company and holder of the claims.

3. Delivery Time, Delay in Delivery

3.1 Delivery dates are binding only after written agreement. Unless otherwise agreed upon in writing, the relevant time is the time of supply or dispatch. In the event of a delay in delivery, the ordering party must set an extension of at least two weeks. If GEZE does not deliver even after this time extension set by the ordering party, the ordering party is entitled to withdraw from the contract.

3.2 Any damage claims made by the ordering party are subject to the conditions stated in clause 6. GEZE shall reserve the right to prove lesser damages.

4. Retention of Title

4.1 The goods supplied remain the property of GEZE until complete payment of all demands resulting from the business relationship with the ordering party has been made, and especially until all cheques delivered in payment have been cashed or until consent credit entry. If the value of all security rights to which GEZE is entitled exceeds the amount of all secured demands by more than 10 %, upon 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.

4.2 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 in the property of the ordering party, then GEZE is given joint ownership of the new article in the amount of the amount of the invoice, plus any default interest or claims for damages, if applicable.

4.3 As long as our contracting partner is not in delay of payment, it 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 contracting partner must immediately inform GEZE of any pledges, confiscations and other orders or interferences by third parties. Demands against a third party resulting from the resale of goods subject to the retention of title are immediately passed to GEZE as a security by the buyer – upon resale subsequent to processing or mixture only proportionately.

5. Acceptance/Commissioning

5.1 If GEZE assembles the supplied products on the premises of the ordering party or the third party, a formal acceptance must take place before the ordering party or third party starts to use the item. If the item is put into use without the agreement of GEZE or without the acceptance having taken place beforehand, then the work is considered accepted. The date for an acceptance must follow immediately after the parts or system supplied by GEZE have been assembled and, as far as possible, at the latest 14 days before they are put into use.

5.2 GEZE is entitled to demand that the ordering party carry out the acceptance for the services rendered at any time taking into account the 14-day period. This also applies if the ordering party or third party has not yet completed their work on the same construction project. If the ordering party refuses to take part in the acceptance requested by GEZE or refuses to prepare an acceptance record, then the work is considered accepted.

5.3 If commissioning is not possible due to on-site reasons, although the service has been provided by GEZE in compliance with the contract, GEZE can claim an additional expense against the ordering party.

6. Guarantee, Indemnity and Limitation of Liability

6.1 If goods that have been supplied by GEZE are defective, GEZE must, at its own discretion, either repair or replace the article. If the repair or replacement is unsuccessful, the ordering party can withdraw from the contract or demand a reduction in the price, providing the defect is substantial. If a written guarantee provided by GEZE proves not to be applicable, the ordering party can request compensation in place of the aforementioned rights, providing GEZE was responsible for the defect

6.2 In the case of obvious defects, GEZE must immediately be notified in writing of defects regarding the type, quality and quantity, or within 10 calendar days at the latest. If the notification of a defect is justified and has been ascertained in time, the ordering party can exercise the aforementioned rights.

6.3 GEZE will not accept any liability if the relevant assembly guidelines have not been followed or the guidelines of suppliers of products which are connected to our products are not followed. The same applies when changes to the settings have been carried out by the ordering party or a third party without authorisation.

6.4 GEZE shall be (unrestrictedly) liable for damage claims as per the statutory provisions, if a violation of duty which can be attributed to GEZE takes place due to malice or gross negligence. If a violation of duty which can be attributed to GEZE takes place due to simple negligence and if an essential contractual obligation has been culpably breached, the damage claim liability shall be limited to the foreseeable damages typically occurring in similar cases. Essential contractual obligations shall include the respective major contractual obligations as well as other contractual (secondary) obligations, which, in the event of culpable violation of duty, may endanger the attainment of the purpose of the contract. Any further liability shall be excluded. However, the complete liability of GEZE shall remain unaffected according to the provisions of the product liability law. The liability owing to injury caused to life, body and health shall also remain unaffected. Furthermore, the complete liability of GEZE shall remain completely in effect in the event of assumption of guarantees or wilful deception by GEZE.

6.5 If the damage claim liability to GEZE is excluded or restricted, this shall also apply with regard to the personal damage claim liability of the employees, personnel, representatives and agents.

6.6 The guarantee period for the products supplied by GEZE or the services rendered by it is 24 months. In the case of the supply of items, this period starts from the date of delivery, in the case of factory or building work, it starts from the date of the acceptance.

If automatic systems and safety technology products are not subject to regular annual maintenance carried out by GEZE within the scope of a service contract concluded within 3 months from commissioning with GEZE, the guarantee period for automatic systems and safety technology products shall reduce to 12 months from commissioning. 2 maintenances per year are recommended for emergency exit doors.

For any repairs the guarantee period is basically limited to 12 months.

7. Technical Application Advice

7.1 Our technical application advice, both oral and written, is only intended to describe the optimum use of our products to the ordering party. It does not release the ordering party from its duty to ensure by means of its own testing that the suitability of our products for their intended purposes is given. The ordering party shall be obliged to ensure that our oral and written technical application advice is passed on to the individuals who are ultimately responsible.

7.2 If the ordering 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 VI are the determining factor. In all cases, liability is restricted to the damage foreseeable at the moment of the contract conclusion, if there is no deliberate violation of duty by GEZE. GEZE shall reserve the right to prove lesser damages.

8. No Right of Representation for Fitters

Our fitters or other individuals who we have commissioned 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 oral orders or carry out contractual changes or supplements. Our fitters are not authorised to accept payments for GEZE, unless they have an authority to that effect in writing.

9. Supports

Figures, drawings and other documents handed over to customers by GEZE shall remain the property of GEZE. All copyrights shall continue to apply indefinitely.

10. Place of Performance, Applicable Law and Place of Jurisdiction

10.1 The place of delivery for our goods and services is the respective place of dispatch of the goods and the place of payment for the ordering party is the head office of GEZE in Leonberg

10.2 German law shall apply here. If the head office of the ordering 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 11.04.1980 applies or German law, where the CISG does not contain the appropriate regulations.

10.3 Depending upon the value of the claim, the district court of Leonberg or the regional court of Stuttgart shall have exclusive jurisdiction over any dispute with GEZE by the ordering party arising from this contractual relationship – if the contractual parties are businessmen, legal persons of public law or owners of special assets as per public law. In such cases, GEZE can also choose to file a suit at the ordering party's domicile.

11. Other reasons

Should any regulation in these general terms and conditions for supplies and services become null and void or be incomplete, it shall have no bearing on the effectiveness of the remaining regulations.

GEZE GmbH: Registration Court at the District Court of Stuttgart HRB 250329

GEZE Service GmbH: Registration Court at the District Court of Stuttgart HRB 252569

Status: 01.05.2017