

## General Terms and Conditions for supplies and services from GEZE companies | Issued May 2017

The following conditions 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 apply only with our written consent. Our quotations are always subject to change. A contract is entered into only with our written confirmation or on delivery. GEZE is not required 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.

**1.2** These General Terms and Conditions apply to this business transaction, as well as any future business transactions.

### 2 PRICES AND PAYMENT TERMS

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

**2.2** GEZE is entitled to demand a strictly net payment in advance. Invoices must otherwise be paid net within 14 days from the date of invoice.

**2.3** Cheques are not valid until they have been cashed or credited without objection and are accepted only on account of performance.

**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. Bills of exchange are not accepted.

**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, FAILURE TO DELIVER

**3.1** Delivery dates are binding only after written agreement. Unless agreed otherwise in writing, the defining 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 reserves the right to prove lesser damages.

### 4 RETENTION OF TITLE

**4.1** The goods supplied remain the property of GEZE until full payment of all demands resulting from the business relationship with the ordering party has been made, and especially until all cheques presented in payment have been cashed or credited without objection. 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.

**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, 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.

**4.3** Provided our contracting partner is not in payment arrears, 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 contracting partner must immediately inform GEZE 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.

### 5 ACCEPTANCE/COMMISSIONING

**5.1** If GEZE installs the delivered products at the customer's or a third party's premises, the customer or third party must accept the product before starting to use them. If the product is put into use without the agreement of GEZE or without prior acceptance, the delivery is considered to have been accepted. The deadline for acceptance must follow immediately after the parts or system supplied by GEZE have been installed and, as far as possible, at the latest 14 days before they are put into use.

**5.2** GEZE is entitled to demand acceptance of the delivery by the ordering party 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, acceptance is assumed.

**5.3** If commissioning is not possible due to on-site reasons, even though GEZE has supplied in compliance with the contract, GEZE can claim the additional expenses from the ordering party.

### 6 GUARANTEE, COMPENSATION AND LIMITATION OF LIABILITY

**6.1** If an item supplied by GEZE is defective, GEZE must, at its own discretion, either repair or replace the article. If the repair or replacement is unsuccessful, the ordering party may withdraw from the contract or demand a reduction in the price where the defect is substantial. If a written guarantee provided by GEZE proves not to be applicable, and where GEZE is responsible for the defect, the ordering party may request compensation in place of the aforementioned rights.

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

**6.3** GEZE accepts no liability for failure to follow relevant installation guidelines or guidelines provided by suppliers of products which are connected to our products. This applies equally when changes to the settings have been carried out by the ordering party or a third party without authorisation.

**6.4** In accordance with statutory provisions, GEZE is liable without limit for damage claims if a breach of duty can be attributed to GEZE on the basis of wilful or gross negligence. If a breach 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 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 breach of duty, may endanger the attainment of the purpose of the contract. Any further liability is excluded. However, the complete liability of GEZE remains unaffected according to the provisions of the German Product Liability Act. Liability owing to injury caused to life, body and health also remains unaffected. Furthermore, the complete liability of GEZE remains in full effect in the event of assumption of guarantees or wilful deception by GEZE.

**6.5** If GEZE's liability for damage is excluded or limited, this applies equally to the personal liability for damages of employees, personnel, representatives and agents.

**6.4** The guarantee period for the products supplied by GEZE or the services rendered by GEZE is 24 months. In the case of the supply of items, this period starts from the date of delivery, in the case of works or construction, it starts from the date of acceptance. If automatic systems and safety technology products are not subject to regular annual maintenance by GEZE within the scope of a service contract concluded with GEZE within three months from commissioning, the guarantee period for automatic systems and safety technology products is reduced to 12 months from commissioning. Maintenance twice per annum is recommended for escape route doors. The guarantee period for repairs is in principle limited to 12 months.

### 7 TECHNICAL APPLICATION ADVICE

**7.1** Our technical application advice, both verbal and written, is intended only to describe the optimum use of our products to the ordering party. It does not release the ordering party from his obligation to perform his own tests to ensure the suitability of our products for the purpose intended by him. The ordering party is obliged to ensure that our verbal 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 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.

### 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 verbal orders or carry out contractual changes or supplements. Our fitters are not authorised to accept payments for GEZE, unless they have a written payment collection order.

### 9. DOCUMENTS

Figures, drawings and other documents provided to customers by GEZE remain the property of GEZE. In this respect, all copyrights continue to apply indefinitely.

### 10 PLACE OF FULFILMENT, APPLICABLE LAW AND PLACE OF JURISDICTION

**10.1** The place of fulfilment 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** The law of the Federal Republic of Germany applies. If the head office of the

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ordering party is based abroad and if the delivery is carried out to a country other than Germany, the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11.04.1980 applies, or German law where the CISG does not contain the appropriate regulations.

**10.3** For disputes between the ordering party and GEZE arising from this contractual relationship - if the contracting parties are merchants, legal entities under public law or holders of special assets under public law - the local court in Leonberg or the regional court in Stuttgart is responsible, depending on the amount in dispute. In such cases, GEZE may also choose to file a suit at the ordering party's domicile.

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### 11 PLACE OF FULFILMENT, APPLICABLE LAW AND PLACE OF JURISDICTION

Should any provision of these General Terms and Conditions for supplies and services become null and void, it has no bearing on the effectiveness of the remaining provisions.

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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

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