



General Purchasing Conditions for Deliveries and Services of GEZE GmbH (GEZE)

1. Scope

1.1 These General purchasing conditions (GPC) apply to all business relationships with suppliers of GEZE ("suppliers"). However, they apply only if the supplier is considered a business (Sec. 14 BGB - German Civil Code) or a legal entity under public law.

1.2 In particular, the GPC apply to contracts for the purchase and/or delivery of movable goods. It is immaterial whether the supplier manufactures the goods themselves or purchases them from suppliers (Sections 433, 650 BGB). The GPC apply in the version valid at the time of GEZE's order, without GEZE needing to refer to this again in each individual case, unless otherwise agreed.

1.3 The GPC apply exclusively. Deviating, contrary, or supplementary General Terms and Conditions (T&Cs) of the supplier shall only be considered part of the contract if and insofar as GEZE expressly approves them in writing. This approval requirement shall apply in every case, for instance even if the supplier refers to their T&Cs in their order confirmation, and GEZE does not expressly object to this.

1.4 Individual agreements (for instance in framework delivery contracts or quality assurance agreements) and the contents of GEZE's orders shall take precedence over the GPC.

1.5 All legally significant declarations by the supplier or notifications in relation to the contract (such as setting deadlines, warnings or withdrawals) must be made in writing. In the sense of these GPC, writing includes written and text form (such as by letter, email, fax).

1.6 Any references to statutory regulations are provided only for the purpose of clarification. However, statutory regulations apply even without such references, even if they are not amended or expressly excluded under these GPC.

2. Contract conclusion

2.1 The order is considered binding at the earliest when a written order confirmation is sent. The supplier must inform GEZE of any obvious errors (such as typos or calculation errors) or if the order and order documents are incomplete before accepting and confirming the order, so that the order can be corrected or completed. Otherwise, the contract is not considered concluded.

2.2 The supplier must confirm the order in writing within 5 business days, or carry out the order without reservation in particular by sending the goods (acceptance); preferably, the supplier's written confirmation should be submitted through the GEZE supplier portal.

2.3 If acceptance is submitted late, this shall be considered a new offer and shall require acceptance by GEZE.

3. Performance, delivery, transfer of risk, certificate of origin

3.1 The supplier is not authorised to have the services they are to perform carried out by third parties (such as subcontractors) without prior written confirmation by GEZE.

3.2 Deliveries are completed free of charge to the address indicated in the corresponding order (delivered DAP according to Incoterms 2022). The respective destination is also considered the place of fulfilment for the delivery and any supplementary performance (debt to be discharged at creditor's domicile).

3.3 The supplier shall ensure that the products are stored and delivered in suitable means of transport, in order to avoid damages and quality problems. Appropriate packaging must also be used to maintain quality. If GEZE specifies Sprintbox containers as the packaging for deliveries, then these must be used and may be charged to GEZE. The supplier must ensure that the total weight per box incl. packaging does not exceed 30 kg. If not otherwise agreed, the supplier must take back or dispose of the included packaging at their own cost.

3.4 A delivery slip must be included with the delivery, stating the date (issue and shipment), contents of the delivery (designation and quantities of the delivered goods) and order information according to the order. In case of partial deliveries, the remaining outstanding quantity must also be stated on the delivery slip. If the delivery slip is not included or if it is incomplete, GEZE is not responsible for any resulting delays in processing and payment. A corresponding shipment notification with the same content must be sent to GEZE separate from the delivery slip.

3.5 The risk of accidental loss and deterioration of the goods shall be transferred to GEZE upon handover at the place of fulfilment. If GEZE is in default of acceptance, this shall be considered equivalent to a handover.

3.6 The statutory regulations apply to the commencement of default of acceptance. However, the supplier must also expressly offer its services to GEZE if a specific or determinable calendar time is agreed for an action or participation by GEZE (such as providing materials). If GEZE falls into default of acceptance, the supplier can request reimbursement of their additional expenses in accordance with the law (Sec. 304 BGB). If the contract relates to non-fungible objects to be manufactured by the supplier (custom manufacturing), then the supplier shall only be entitled to further rights if GEZE has a duty of collaboration and is responsible for failing to collaborate.

3.7 The supplier is furthermore obligated to provide GEZE with properly signed certificates of origin promptly after the contract is concluded, and without requiring a request to do so. These must include the following:

- Supplier declaration
- Movement certificate or declaration of origin in the sense of an EU preference certificate
- Certificates of origin according to the non-preferential origin regulations
- Further documents as requested in the individual case

3.8 In case of excess deliveries that exceed the customary amounts, GEZE is not obligated to accept the delivery, but is instead authorised to return or store the excess delivered goods at the supplier's cost. This paragraph applies accordingly in case of incorrect deliveries.

3.9 In case of a premature delivery, GEZE is not obligated to accept the goods, but is instead authorised to return or store the prematurely delivered goods at the cost and risk of the supplier.

4. Delivery term and default of delivery

4.1 The delivery date indicated in the order is binding.

4.2 If the supplier does not perform their services, or does not do so within the agreed delivery term, or if the supplier falls into default, then GEZE shall be entitled to statutory claims, in particular entitlements to withdrawal and to claims for damages. The regulations of para. 3 shall remain unaffected.

4.3 If the defined delivery deadline is exceeded, the supplier shall fall into default of delivery without requiring a warning. A delay in delivery shall authorise GEZE to demand standard damage compensation amounting to 0.5% of the net order value per week or part thereof, but not exceeding 5% of the total net order sum. Furthermore, GEZE is entitled to verify that the damages incurred were higher. The supplier has the right to prove that the delay did not result in any or significant damage. The compensation is then reduced accordingly.

4.4 If circumstances occur, or if the supplier becomes aware of circumstances indicating that the agreed delivery term cannot be complied with, the supplier is obligated to inform GEZE of this promptly. If express transportation is necessary to meet the agreed delivery period in such a case, the supplier shall bear the resulting additional expenditure caused due to delays for which he is liable.

4.5 The supplier can only refer to the fact that necessary documents and components to be delivered by GEZE are not available in conjunction with its default of delivery if a written complaint has already been submitted regarding the documents, and if GEZE has not provided them despite a warning.

5. Costs and payment conditions

5.1 The price indicated in the order is binding. If not otherwise agreed in an individual case, the price includes all services and ancillary services, such as freight and delivery costs, packaging and any transportation and liability insurance.

5.2 After the delivery is complete, invoices must be sent by email to accounts.payable@geze.com. When doing so, note that the invoices must contain the order number, item number and material number and must conform to statutory regulations. Invoices may never be enclosed with the delivery of goods. The claim shall not be due if this agreement is violated. If the supplier is culpable in failing to follow this stipulation, and this results in additional expense for GEZE, the supplier is responsible for any resulting costs.

5.3 The agreed price is due for payment within 30 calendar days from the completion of deliveries and services and receipt of a proper invoice. GEZE shall pay the invoiced amount due within 14 days after receiving the invoice, minus a 3 % discount, or otherwise net within 30 days. In case of bank transfers, the payment is considered timely if the transfer order is received by GEZE's bank at the latest on the payment deadline; GEZE is not responsible for delays caused by the banks involved in the payment process.

5.4 GEZE is not responsible for any interest on maturity. The statutory regulations apply to default of payment.

5.5 GEZE is entitled to rights of offsetting and retention, as well as objection due to non-fulfilment of contract, in accordance with the law. GEZE is, in particular, authorised to withhold payments due as long as GEZE remains entitled to claims against the supplier due to incomplete or defective services.

5.6 The supplier shall have a right of offsetting or retention only as a result of counter claims that have been established as legally valid or that are undisputed.

6. Guarantee and liability

6.1 The statutory regulations apply to rights in case of material defects and defects of title (including incorrect and reduced deliveries and improper assembly/installation) and to other breaches of duty by the supplier. The supplier furthermore in particular guarantees that the delivered products:

- conform to the requirements of specifications
- conform to state-of-the-art technical standards and applicable statutory, standardised and official regulations applicable at the time of delivery.
- are not defective, e.g. That the actual properties of the product do not deviate from the subjective requirements, objective requirements, or installation requirements in any manner that would be disadvantageous for GEZE.
- that increase or restrict the value or suitability of the product
- the agreed testing processes have been carried out properly.

6.2 In accordance with the law, the supplier is in particular also liable for ensuring that the goods have the agreed characteristics at the time of the transfer of risk. In every case, the product descriptions that are the object of the corresponding contract – in particular because they are designated as such or referred to in GEZE's order – or that have been included as part of the contract in the same manner as these GPC shall be considered an agreement on product characteristics. It is immaterial whether the product description comes from GEZE, the supplier, or the manufacturer.

6.3 In the case of goods with digital elements or other digital content, the supplier shall be liable for providing and updating the digital content, at least for the life cycle of the goods.

6.4 GEZE is not obligated to inspect the goods or specifically inquire about any defects at the time the contract is concluded. In partial deviation from Section 442 para. 1 clause 2 BGB, GEZE is therefore entitled to assert claims for defects without restriction, even if GEZE was unaware of the defect at the time the contract was concluded due to gross negligence.

6.5 The statutory regulations apply (Sections 377, 381 HGB - German Commercial Code) apply to



commercial duties of inspection and submitting complaints, with the following caveat: GEZE's duty of inspection is restricted to defects that are externally visible and obvious during the incoming goods inspection, including in the delivery documents (such as damage in transit, incorrect deliveries or reduced quantities) or during a random quality inspection. Otherwise, this is determined based on the extent to which an inspection is feasible in consideration of the circumstances of the individual case in the normal course of business. Hidden defects are considered to be all defects that cannot be identified or detected during a random inspection. Regardless of the duty of inspection, complaints by GEZE (defect notifications) are considered prompt and timely if they are sent within 5 business days from the time of discovery or, for obvious defects, from the time of delivery.

6.6 Supplementary fulfilment includes removal of the defective goods and re-installation, if the goods are installed in or attached on another object in accordance with their type and intended purpose before the defect was discovered. Claims for reimbursement of relevant expenses (removal and installation costs) remain unaffected. Expenses necessary for the inspection and supplementary fulfilment, in particular transportation, travel, labour and material costs as well as any removal and installation costs shall be borne by the supplier, even if it is determined that there was not actually a defect. GEZE's liability for damages in case of illegitimate requests to correct defects shall remain unaffected. However, GEZE shall be liable only if GEZE has recognised, or was grossly negligent in not recognising, that there was no defect.

6.7 In addition to GEZE's legal rights and the regulations under para. 5, GEZE can correct the defect itself and demand reimbursement for necessary expenses or a corresponding advance payment if the supplier does not fulfil its obligation of supplementary performance – at GEZE's discretion by correcting the defect (rectification) or by delivering goods that are free from defects (replacement delivery) – within a reasonable time period set by GEZE following one request to do so. If the supplier fails to complete supplementary performance or if this would be unreasonable for GEZE (for instance due to the particular urgency of the situation, if operational safety is endangered or if there are impending unreasonable damages), then there is no requirement to set a deadline. GEZE shall inform the supplier of such circumstances promptly, if possible in advance.

6.8 Otherwise, GEZE is authorised to reduce the purchase price or withdraw from the contract in accordance with the law in case of material defects or defects of title. Furthermore, GEZE is entitled to reimbursement of damages and expenses pursuant to the statutory regulations.

7. Supplier recourse

7.1 GEZE is entitled to statutory claims for expenses and recourse within the supply chain (supplier recourse according to Sections 478, 445a, 445b and Sections 445c, 327 para. 5, 327u BGB) without restriction in addition to the claims for defects. In particular, GEZE is authorised to demand that the supplier provide exactly the type of supplementary performance (rectification or replacement delivery) that GEZE is obligated to provide its customers; in the case of goods with digital elements or other digital content, this also applies to providing any necessary updates. This shall not restrict GEZE's elective right under the law (Sec. 439 para. 1 BGB).

7.2 GEZE is entitled to statutory claims for expenses and recourse within the supply chain (supplier recourse according to Sections 478, 445a, 445b and Sections 445c, 327 para. 5, 327u BGB) without restriction in addition to the claims for defects. In particular, GEZE is authorised to demand that the supplier provide exactly the type of supplementary performance (rectification or replacement delivery) that GEZE is obligated to provide its customers; in the case of goods with digital elements or other digital content, this also applies to providing any necessary updates. This shall not restrict GEZE's elective right under the law (Sec. 439 para. 1 BGB).

7.3 GEZE's claims for supplier recourse shall apply even if GEZE, customers of GEZE or a third party have processed the defective goods further, for instance through installation, attachment, or assembly, connected them to another product or processed them in some other manner.

8. Producer liability

8.1 If the supplier is responsible for product damages, it shall release GEZE in this respect from third party claims insofar as the cause of the damage was within its sphere of responsibility and organisation, and insofar as it is liable in relation to third parties.

8.2 Within the framework of its release obligation, the supplier shall reimburse expenses according to Sections 683, 670 BGB that result from or in conjunction with a claim by third parties, including recall campaigns carried out by GEZE. GEZE shall inform the supplier of the content and scope of recall measures – if possible and reasonable – and give the supplier an opportunity to state their position. Any further statutory claims shall remain unaffected.

8.3 The supplier is obligated to conclude a product liability insurance policy with a reasonable sum insured of at least 5 million EUR, and to provide proof of insurance promptly when the contract is concluded and without requiring a request to do so, as well as to maintain the policy for the duration of its business relationship with GEZE.

9. Limitation

9.1 The mutual claims of the contractual parties shall expire after 3 years, unless otherwise stipulated in the following.

9.2 In deviation from Sec. 438 para. 1 no. 3 BGB, the general limitation term for defect claims is 3 years from the transfer of risk. The 3-year limitation period shall also apply accordingly for claims resulting from defects of title, whereby the statutory limitation periods for material claims for surrender by third parties (Sec. 438 para. 1 no. 1 BGB) shall remain unaffected; claims resulting from defects of title shall furthermore never expire, for as long as the third party can still assert the right against GEZE – in particular due to the limitation period.

9.3 If GEZE is also entitled to claims for damages due to a defect external to the contract, then the regular statutory limitation period applies to these (Sections 195, 199 BGB), unless the limitation periods under sales law result in a longer limitation period in an individual case.

10. Force majeure and other unforeseeable events

If unforeseeable events or circumstances occur for which GEZE is not responsible, which are not

within GEZE's sphere of influence and which cannot be prevented by GEZE in any other manner, such as natural catastrophes, labour disputes, raw material and energy shortages, unrest, war or terrorism, fire damage, flooding, epidemics, pandemics, diseases, official measures or all other cases of force majeure, then GEZE is authorised to delay its contractual services for the length of the disruption or to withdraw from the contract in whole or in part with respect to the part of the contract that has not yet been fulfilled, if GEZE has not taken over the purchasing risk. This also applies for cyber attacks or other third party attacks against GEZE's IT infrastructure, if GEZE could not prevent these despite taking appropriate safety 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.

11. Initial samples, tools, devices

11.1 If the supplier is granted an order to deliver initial samples, the regulations of the GEZE supplier regulations must be complied with. These are available on the GEZE supplier portal at: <https://www.geze.de/de/services/fuer-lieferanten>.

11.2 If GEZE has agreed with the supplier to take over tool costs, then tools shall be transferred in full to GEZE's ownership promptly after the (proportional) costs are paid, whereby the tool may remain with the supplier on loan, if not otherwise agreed in writing. In general, the supplier must compensate such loans, unless the parties agree otherwise.

11.3 The regulations of para. 2 apply accordingly to tools, the cost of which has been calculated into the price of the ordered items in whole or in part by agreement. These tools must be kept operational by the supplier free of charge and must be returned to GEZE at first request after the order is completed. This applies equally to tools which the supplier receives for the manufacture of parts. The tools may be used for purposes other than manufacturing parts commissioned by GEZE only with written approval.

11.4 The supplier shall guarantee that the tools have not been copied and made accessible to third parties in any form without the express written consent of GEZE. The supplier shall bear the cost in case of loss or damage.

12. Prohibitions against offsetting and assignment

12.1 Assignments of the supplier's claims shall require prior written approval from GEZE to be valid. GEZE can deny approval if it has a legitimate interest in maintaining the claim relationship to the supplier.

12.2 Offsetting against counter-claims by the supplier is permitted only if these claims are undisputed and/or have been established in a court of law. The supplier's right to offsetting shall remain unrestricted if its offset claim and the primary claim are in the same contractual relationship.

13. Data protection and confidentiality

13.1 The supplier can review the data privacy declarations on processing personal data according to the GDPR at this link <https://www.geze.com/de/datenschutz>. If the contractual partner does not have internet access, GEZE can send the data privacy declarations by mail upon request.

13.2 Each contractual partner hereby undertakes to treat information and documents, such as data, plans, drawings, knowledge, calculations and experiences, as well as company and trade secrets ("confidential information") that they receive directly or indirectly within the framework of the collaboration, and to not make them accessible to any third party, as well as to use them only to carry out the contract.

13.3 Each contractual party shall ensure that it complies with this obligation and shall ensure that the personnel working for it also comply with it, whereby the group of persons involved must be kept small accordingly (need to know basis). If these individuals need to be involved, they are obliged to the same scope of confidentiality as stated here.

13.4 The duty of confidentiality is not applicable insofar as the notified information and documents

- are already known (public, state of the art)
- were already known to the contractual partner at the time of notification, or
- were shared later by a third party without a confidentiality obligation, or
- must be disclosed due to an official or court order.

The obligation to prove the existence of one of these exceptions from the obligation to secrecy is on party that appeals on it.

13.5 If confidential information is provided by one contractual party to the other, it shall remain the property of the disclosing party. Transfer to third parties is prohibited as is the delivery of objects according to these drawings, models etc. Transfer to third parties shall require prior approval from the other contractual party or may be carried out only due to an official duty. In this case, the other contractual party must be informed of this promptly.

13.6 The obligation of non-disclosure is also applicable if the contract concerning the collaboration does not materialise. The contractual partner shall return all documents, promptly and in full, that they received due to the collaboration to the other respective contractual party. Digital documents, any files created and all copies shall be deleted, and verification shall be provided upon request.

14. Informational obligations and last order

14.1 The supplier can only make changes to

- products due to changed production processes
- products with preliminary materials from a new subcontractor / changing subcontractors
- changes to the production location

with the prior approval and release of GEZE.



GEZE can only deny approval for legitimate reasons. If approval and release are not granted, GEZE shall have an extraordinary right of termination.

14.2 Furthermore, the supplier is obligated to inform GEZE promptly of significant changes in writing. This is particularly applicable with respect to:

- company name
- address
- holdings and cooperations
- products that were delivered more than 24 months ago or that were stopped due to quality problems.

If the supplier does not fulfil this duty to provide information promptly, GEZE shall have an extraordinary right of termination.

This obligation shall also extend to subcontractors if they are used by the supplier to fulfil the contract in an authorised manner.

14.3 The supplier is obligated to inform GEZE before dissolving or ending the business relationship or the discontinuation of a product with a notice period of six months. GEZE is authorised to refill its inventory in a reasonable manner within this time period. The supplier shall ensure that a stock of up to six months is still available, based on GEZE's specifications, at the end of the business relationship or in case of a product discontinuation.

15. Social responsibility & environmental protection

15.1 The supplier hereby undertakes to observe statutory and official regulations on employee treatment, environmental protection and occupational safety; it shall work to fulfil GEZE's expectations under the Supply Chain Act, in particular anti-corruption and cartel and competition specifications, applicable sanction specifications (such as anti-terrorism regulations, embargo and sanction specifications if these do not result in a violation of or conflict with national or EU law), as well as human rights and environmental expectations. National and international regulations on declared substances must be observed and complied with (such as: REACH, RoHS) – in their current valid versions. If a substance / material used must be declared or is prohibited, the other party must be informed of this promptly in writing.

14.3 If subcontractors are used to fulfil the contract, the supplier shall ensure that the subcontractors used are obligated in the same manner.

16. Customs regulations

16.1 The supplier undertakes to GEZE to observe all applicable EU sanction regulations and export control regulations; likewise, to observe corresponding sanction and export control regulations of third parties, in particular the USA, that are declared according to the law of the third country as applicable for fulfilling the obligations of this contract, insofar as this does not result in a violation of or conflict with national or EU law.

16.2 If GEZE determines after placing an order that circumstances exist that indicate that there has been or will be a violation in the future of export law, and informs the supplier of this promptly and in a credible manner, then the parties hereby agree that GEZE shall be granted a reasonable time period to conduct further review. The parties agree that any delay in acceptance shall be excluded for the duration of this examination period.

16.3 If corresponding violations are found during the review period according to the paragraph above, GEZE shall be entitled to deny payment or withdraw from the contract. In case of a continuing obligation, the right to terminate the contract through extraordinary means shall take the place of the right of withdrawal.

16.4 The supplier shall hereby be liable towards GEZE in the internal relationship for any damages that GEZE incurs due to failure to fulfil obligations, unless the supplier can verify that it was not responsible for the violation. The scope of damage to be reimbursed includes reimbursement of all necessary and reasonable expenses incurred by GEZE, in particular costs and expenses associated with any legal defence.

16.5 The supplier hereby undertakes to promptly inform GEZE in writing of the specific AL, dual use or ECCN number if the delivered goods or their components are in the export list part 1 section A or B, Annex I; lig and IV of the EU Dual use regulation, or the CCL (US).

17. Amendments to the GPC

GEZE reserves the right to amend these T&Cs unilaterally. In this case, GEZE shall inform the supplier in full in written or electronic form of the corresponding changes to the T&Cs. If the supplier does not object to the amended T&Cs within 30 calendar days after receiving the notification of a change to the T&Cs, then the supplier's silence shall be considered agreement with the legal consequence that all amendments shall be effective.

18. Applicable law and place of jurisdiction

18.1 The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of goods (CISG) of 11/04/1980.

18.2 If the supplier is a company, legal entity under public law or owner of a special fund under public law, then depending on the value in dispute the District Court of Leonberg or the State Court of Stuttgart shall be responsible for disputes between the supplier and GEZE. In such cases, however, GEZE can also assert claims at the supplier's headquarters at its discretion. Statutory regulations with priority (such as exclusive responsibilities) shall remain unaffected.