

Our service for suppliers – GEZE Purchasing Terms



GEZE Purchasing Terms

I. Entering into and Content of Agreement

1. The following terms apply to all GEZE orders. The Supplier agrees to these terms at the time a GEZE order is accepted. They will continue to be in force throughout the relationship between the Supplier and GEZE.

2. Diverging conditions of delivery on the part of the Supplier as well as changes, supplements and oral agreements must be confirmed in writing by GEZE to take effect. Supplemental agreements are required for machinery, tools and construction projects.

II. Quotations, Orders

1. Quotations submitted must match GEZE's enquiries with regard to product quantity and quality. Any departures must be clearly indicated. Quotations are submitted free of charge to GEZE.

2. Order placement must be in writing to be valid. The content of an order exclusively determines its scope. Any contract amendments or oral agreements must be in writing to be valid. This shall also apply to a waiver of the requirement of written form

III. First Sample Test Procedure

After choice of the supplier the order is given for the delivery of first samples. These are checked for the fulfillment of the arranged specifications, i.e. the series ability is to be proved by the supplier. For this a VDA first sample test report (EMPB) is to be created (provided). In addition, a VDA material test certificate is demanded in which the material composition and the mechanical qualities are broken down.

A First Sample Test is necessary on delivery of new parts of a new supplier, for existing parts in a new changed state of drawings or specifications, as well as for the changeover to new or outdated tools.

Supplier is obliged to provide information on the supplier before delivery in the case of:

- Products from new / changed manufacturing methods
- Products with primary material from a new subcontractor
- Change of the production site
- Products whose delivery dates back longer than 24 months as well as with
- Products whose delivery was stopped by GEZE on account of a quality problem

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Registergericht Leonberg HRB 329

Geschäftsführung:

Brigitte Vöster-Alber (Vorsitzende),

Hermann Alber

Dirk Hallberg

Joachim Schulz

Vorsitzender des Aufsichtsrates:

Prof. Dr. Dr. Ulli Arnold

IV. Cancellation

GEZE reserves the right to cancel an order at any time if the Supplier fails to accept such order in writing within two weeks at the most; receipt by GEZE shall be decisive for compliance with the period. Any departure from GEZE's order requires GEZE's explicit written confirmation and approval.

V. Prices, Invoices and Payment Terms

1. Prices of GEZE's orders including charges for freight and packaging to the destination named are firm. GEZE will accept price increases only to the extent they were submitted to GEZE with the order confirmation and confirmed in writing by GEZE.

2. Invoices must be submitted without delay subsequent to the delivery. Invoices must be in duplicate listing all order information. Invoices must be mailed to GEZE; under no circumstances should invoices be enclosed with goods delivered; invoices dispatched with the delivery of goods in breach of this agreement shall not substantiate maturity of Supplier's claim.

3. Value-Added tax should be shown separately in invoices.

4. Unless otherwise agreed, payment will be made within 14 days with a 3 % discount, otherwise at 30 days net. For deliveries not requiring assembly or erection, the start of the period is determined by the receipt of the correct products at the destination named by GEZE. For deliveries requiring assembly or erection and other types of performance, the dates given are contingent upon readiness for acceptance inspection, as well as receipt of the invoice in accordance with the agreement, see sub-section 2 above.

VI. Prohibition of Assignment

Assignment of claims to GEZE is prohibited. The foregoing does not apply if the legal transaction constituting the claim is a commercial transaction or if the supplier is a legal person under public law or specially segregated assets of the government.

VII. Delivery Lead Time, Delay of Delivery

1. Agreed upon deadlines and timelines are binding. This includes call orders. Compliance with the agreed delivery date of a delivery not requiring assembly or erection is determined by the receipt of same at the address named by GEZE. Compliance with the agreed delivery date of a delivery requiring assembly or erection and other types of performance, is determined by the readiness for acceptance inspection.

2. Delay in delivery shall entitle GEZE to demand liquidated damages to the amount of 0.1 % per commenced day, albeit no more than 10 % of the net order value. GEZE reserves the right to further statutory claims, in particular to damages on account of arrears. Supplier shall have the right to prove to us no or considerably less damage has been caused as a result of the arrears; the liquidated damages shall then be reduced accordingly.

3. If, due to the delay, we no longer have any interest in the service, GEZE has the right to withdraw from the contract and claim for damages. The same shall apply if Supplier is in arrears and also fails to perform following setting of a suitable period of grace and expiry of the same.

VIII. Inability to Accept Delivery

Force Majeure, strike, lock-out and other circumstances that are outside GEZE's direct sphere of influence extend the deadline for order acceptance. If circumstances preventing the acceptance of orders persist for more than four weeks, GEZE has the right to cancel the contract. No claims may be lodged in this case against GEZE.

IX. Delivery, Shipping, Transfer of Risk

1. GEZE must give written approval to deliveries by third parties.

2. A shipping note is to be forwarded to GEZE at the time of shipping. Each delivery is to be accompanied by a bill of delivery. Both the shipping note and the bill of delivery must list GEZE's order details, the quantity delivered and the identification of the goods as it appears in the order document. Partial

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deliveries must show the remaining quantity. GEZE has the right to return any excess quantity delivered that exceeds customary limits. Freight for such returns will be the Supplier's responsibility.

3. GEZE has the right to decline acceptance of products that are delivered prior to the delivery date named in the order document and to return such products to the Supplier or to warehouse them with a third party. All relevant expenses are the Supplier's responsibility. So is the risk of transit.

4. The transportation of the products to the GEZE plant location or to any other location specified by GEZE is at the Supplier's risk.

X. Warranty/ Liability

1. GEZE reports in writing to the Supplier defective delivery as soon as such defects are uncovered in the course of routine business activities. We are entitled to require the supplier to compensate us for all damage which results from the unsatisfactory delivery. The supplier shall be allowed to provide evidence that we incurred no damage or loss at all.

2. The products for delivery must be made from appropriate material that is free from defects and comply with generally accepted technical standards (e.g. DIN Standards), general industrial safety regulations and the agreed upon technical specifications.

3. If defective products are delivered, the Supplier will make subsequent improvements or furnish goods free from defects. The decision is GEZE's. If Supplier is unable to comply or fails to comply without delay, GEZE has the right to cancel the contract and return the products at Supplier's risk and expense and obtain the products elsewhere. Any expenses incurred hereby are the responsibility of the Supplier. We further reserve the right to carry out subsequent improvement ourselves or have it carried out by a third party.. Any expenditure incurred hereby is the Supplier's responsibility. The defective products [to be replaced by Supplier] or portion thereof are to be returned to the Supplier upon the latter's request. Any expenditure incurred thereby is the Supplier's responsibility.

4. Supplier engages to indemnify us against all third parties' claims made against us on

account of its services or defective rendering of services. GEZE shall inform Supplier in good time of such claims being made by third parties and not make any payments or acknowledge claims without prior agreement. The Supplier states that he carries adequate Product Liability Insurance.

Conclusion of such an insurance shall be proven to us without specific request within four weeks of placement of the individual order in question.

XI. Retention of Title

1. Products are to be supplied free from third party claims.

2. Any material provided by us for the execution of our orders shall remain the property of GEZE.

3. The assignment of GEZE's claims from the resale of supplied products to the Supplier is excluded.

XII. Tools, Jigs and Fixtures, etc.

1. If an agreement was made for GEZE to assume costs of tools, the title to such tools and exclusive power of disposition will completely transfer to GEZE immediately after payment of the total or - if agreed - prorated costs. Barring any agreement to the contrary, such tools will remain with the Supplier on a loan basis until the respective order is completed.

The foregoing likewise applies to tools for which an agreement had been made to include their costs partly or totally with the articles ordered. The Supplier is obligated to maintain tools in operational condition at no cost to GEZE that are covered by this provision. Subsequent to order completion, the Supplier is obligated to surrender such tools.

The foregoing equally applies to tools that are made available to the Supplier for the production of parts/ components. GEZE's written approval is required for the utilization of tools other than for production and parts ordered by GEZE.

2. The Supplier is liable for preventing any unauthorized copying of or access to the tools by third parties in any manner whatsoever unless approved in writing by GEZE. Moreover, the Supplier is liable for any chance damage to or loss of tools.

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3. The concept of tools in this context is to be interpreted in a very comprehensive manner as also including especially molds and any type of jigs and fixtures.

XIII. Design Protection, Confidentiality, Industrial Property Rights

1. Any technical and business documents and information of any kind including prototypes, models, patterns or comparable objects that are made available to the Supplier must always be treated confidentially and utilized exclusively for the creation of the ordered items and performance. Specifically, such items must not be utilized for extraneous other purposes or made available for access by third parties. The Supplier is responsible to obligate potential subcontractors accordingly and prove this to us without delay and without specific request by presentation of suitable documents. The obligation for confidential treatment does not apply only if the Supplier is able to demonstrate that the documents and information, prototypes, models and patterns or other objects that are already in the public domain. All documents, prototypes, models, patterns and other objects are to be appropriately stored and upon request returned to GEZE without delay.

2. The delivery of products made in accordance with drawings, models or similar received from GEZE to third parties is prohibited. It is in this context immaterial whether the production of such was accomplished with GEZE's tools or otherwise.

3. The Supplier has full responsibility to ensure that no infringement of patent rights or third party industrial property rights occurs by the delivery of the ordered products and their utilization. Where infringement of such third party rights occurs, GEZE is entitled to exercise all legal claims for material defects and defects of title vis-à-vis the Supplier to the extent the parts in question had been obtained from third parties.

The Supplier agrees to indemnify GEZE against claims from third parties concerning such rights. The foregoing does not apply if the Supplier's production was based on patterns and drawings made available by GEZE.

XIV. Place of Performance and Jurisdiction

1. The place of performance for deliveries and performance is the GEZE plant at Leonberg. In individual cases, the place of performance for deliveries shall be our distribution centre (Breitwiesenstraße 8, 71229 Leonberg). A different place of performance can be agreed between GEZE and Supplier. The place of performance stated on individual orders shall be binding.

2. It is agreed that the competent courts located within the jurisdiction of the Stuttgart rural administrative district will be the exclusive venue for all disputes arising from the foregoing. If there is no common place of jurisdiction domestically for a foreign supplier to GEZE, GEZE has the option to assert its rights at the foreign court of law applicable to the foreign supplier.

3. German law applies; the UN Convention on Contracts for the International Sale of Goods [CISG) of April 11, 1980 applies to cross-border contracts. German law will apply here also only to the extent the UN Convention cannot provide answers.

XV. Severability Clause

The GEZE Purchasing Terms will remain legally binding even if individual items are legally invalid.

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