

## General business conditions for GEZE Service | Issue December 2011

### 1 AUTOMATIC DOOR SYSTEMS

- 1.1 The annual inspection includes:
- 1.1.1 Inspection (visual inspection) in accordance with the guidelines for power-operated windows, doors and gates.
- 1.1.2 Checking all the safety and control equipment of the door system.
- 1.1.3 Provision and maintenance of the test documents – test logbook.
- 1.2 The annual maintenance includes:
- 1.2.1 Maintenance in accordance with the guidelines for power-operated windows, doors and gates.
- 1.2.2 Checking all the safety and control equipment of the door system.
- 1.2.3 Provision and maintenance of the test documents – test logbook.
- 1.2.4 Inspection and operational checks.
- 1.2.5 Adjustment work.
- 1.2.6 Lubrication of all the moveable parts.
- 1.2.7 Provision of the required lubricants and cleaning agents.
- 1.3 The following is additionally applicable for the maintenance to be carried out twice a year:
- 1.3.1 If a service contract with two maintenance cycles per contract year is concluded for at least two years within three months after commissioning of the system by the service technician/partner of GEZE Schweiz AG, GEZE Schweiz AG grants an extension of the guarantee from 12 to a total of 24 months. During this period, spare parts shall be provided and the system shall be repaired free of cost. A travel cost calculation does not take place.

### 2 FIRE PROTECTION CLOSURES – SMOKE AND HEAT EXTRACTION SYSTEMS

- 2.1 The inspection to be carried out once a year includes:
- 2.1.1 Inspection (visual inspection) in accordance with the specific regulations.
- 2.1.2 Inspection of the fastening.
- 2.1.3 Adjustment work
- 2.1.4 Lubrication of moveable parts
- 2.1.5 Provision of the required lubricants and cleaning agents.
- 2.1.6 Cleaning of the trigger mechanism.
- 2.1.7 Testing proper operation and trouble-free interaction of all components.
- 2.1.8 Recommendation of precautionary repairs.
- 2.1.9 Maintenance of the test documents – test logbook.
- 2.1.10 Additionally applicable for emergency exit systems: Check all the safety and control equipment as per the draft decree of the “Deutsche Institut für Bau-technik” (German Institute for Construction Technology)

### 3 EXCLUSION OF SERVICES

- 3.1 Repair and replacement of GEZE original parts damaged by improper handling or force majeure are not included in all inspection, maintenance and guarantee work. Extensions as well as safety-related or design modifications to the system and special requests from the customer are also not included. All services which go beyond our guarantee and maintenance services will be charged at the prices valid on the day of execution plus VAT.
- 3.2 If the customer violates the provisions of this contract or does not comply with the instructions of GEZE Schweiz AG or its partners within the scope of the work arising from this contract, the customer forfeits all claims arising from this contract.

### 4 SERVICE RENDERING

All work is carried out during the normal working hours of GEZE Schweiz AG or one of the GEZE service partners. Work carried out outside of the normal working hours at the request of the customer shall be charged as overtime or emergency service surcharges as per the rates of GEZE Schweiz AG.

### 5 INVOICING

GEZE Schweiz AG shall invoice the service contracts in advance in the same way as its financial year ending on 30 June of each year.

### 6 PAYMENT TERMS

- 6.1 The following conditions are applicable for the invoices of service contracts:  
For payments within 10 days from invoice date: minus 3 % cash discount.  
For payments within 20 days from invoice date: minus 2 % cash discount.  
For later payments: net without any deduction
- 6.2 All other invoices shall become due for payment immediately upon receipt of the invoice, i.e. net amount without deduction of cash discount.

### 7 PROHIBITION ON INVOICING

The retention of payments by the ordering party or offsetting against counter-claims against GEZE Schweiz AG or its partners is permissible only if the counter-claims have been legally established or are not disputed by GEZE Schweiz AG.

### 8 DELAY IN PAYMENT

In the event of late payment or deferment of payment, GEZE Schweiz AG is entitled, subject to the assertion of a larger actual damage caused by default, to demand interest of 5 % from the due date without reminder or other notice of default. If the ordering party is in arrears with a payment, GEZE Schweiz AG or its partners may discontinue further work on current orders and demand immediate advance payment of all receivables, including those not yet due, as well as bills of exchange and deferred amounts, or corresponding securities.

### 9 OBLIGATIONS OF THE CUSTOMER

- 9.1 The customer must ensure accident-proof and easy access to the system and keep it away from external parts.
- 9.2 If it malfunctions, the system must be closed down immediately.
- 9.3 The drive parts that are to be serviced must be easily accessible.
- 9.4 The customer is obligated to allow the work on the system to be carried out only by GEZE Schweiz AG or its contractor in order to ensure the reliability of the system. If the system malfunctions, the customer must inform the customer service department of GEZE Schweiz AG immediately.

### 10 TEMPORARY SHUT-DOWN

In the event that the system is temporarily shut down, the component of the contract shall be suspended from the first day of the next month, after GEZE Schweiz AG has been informed of this in writing. After the system has been shut down, the customer must have the system checked by the technical experts of GEZE Schweiz AG before re-starting it. The costs arising from this, including overhauling and cleaning, shall be borne by the customer.

### 11 DECOMMISSIONING

In the final decommissioning of the system, the contract shall expire on the first day of the next month, after GEZE Schweiz AG has been informed of this in writing.

### 12 LEGAL SUCCESSION

The customer must inform GEZE Schweiz AG of changes in ownership structure and usage rights immediately and in writing. The customer undertakes to transfer the contract with all rights and obligations to the legal successor.

### 13 LIMITATION OF LIABILITY

GEZE Schweiz AG has taken out a company and product liability insurance policy for personal injuries and property damage. The liability of GEZE Schweiz AG is limited to gross negligence and intent and to the amount of the respective insurance benefits.

### 14 PRICE CHANGE

GEZE Schweiz AG reserves the right to change its maintenance prices following prior notification.

### 15 CONTRACT AMENDMENTS

Amendments to the contract or secondary agreements must be confirmed in writing to be valid. Amendments to the contract that have not been confirmed by GEZE Schweiz AG in writing shall not be valid.

### 16 PARTIAL INEFFECTIVENESS

The potential ineffectiveness of certain parts of this contract shall not affect the validity of the rest of the contract.

### 17 PLACE OF PERFORMANCE AND PLACE OF JURISDICTION

The location of system shall be the place of performance. Often shall be the place of jurisdiction.

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