

"General Terms and Conditions for Deliveries and Services of GEZE Austria GmbH"

1. Scope of Application

1.1. The following General Terms and Conditions ("GTC") apply to all legal transactions between GEZE Austria GmbH (hereinafter referred to as "GEZE") and the respective contracting partner.

1.2. Deviating, conflicting, or supplementary terms and conditions of the contracting partner are only valid with the written consent of GEZE. GEZE is not obligated to explicitly reject contract terms or terms and conditions of contracting partners, even if the validity of these terms and conditions is explicitly stated as a condition for concluding the transaction.

1.3. These GTCs apply to both the current transaction and all future business cases.

2. Conclusion of contract

2.1. The offers from GEZE are always non-binding and subject to change. Only the order or commissioning by the contractual partner is considered a binding contractual offer; the contractual partner is bound by it for a duration of two weeks from its receipt by GEZE.

2.2. A contract is only formed upon receipt of the electronic order confirmation from GEZE or through delivery or execution of the service.

2.3. The scope of services provided by GEZE is explicitly determined by the written service description provided by GEZE. Information not contained therein from other sources (such as presentation materials, catalogs, or brochures) is not part of the service owed by GEZE.

2.4. GEZE provides services solely based on their written offers. Specifications from the contractual partner only become part of the contract if explicitly included in GEZE's offer, even if they are not explicitly stated. Any kind of additional agreements or changes to the contract must be made in writing. This requirement also applies to deviations from the written form. GEZE is not obligated to accept an issued order. If deadlines are mentioned in GEZE's offer, they are non-binding unless expressly indicated as binding.

2.5. Quantities and performance information provided in the offer are approximate. Drawings and descriptions attached to the offer are for informational purposes. We reserve the right to make changes to the subject of the contract without prior notice during the delivery period, as long as these changes do not result in unreasonable alterations for the purchaser in terms of the subject and its appearance. Reasonable changes include, in particular, technical modifications to the latest state of science and technology, and enhancements to design and material selection.

3. Prices, Payment Terms, and Execution

3.1. Our prices are quoted ex-works (EXW, Incoterms 2020), including loading and are subject to applicable legal value-added tax, but excluding packaging, transportation, and insurance costs.

3.2. Our prices do not include any discounts (skonto). A cash discount deduction is only permissible based on a written agreement.

3.3. GEZE is entitled to demand payment in advance, plus value-added tax. Otherwise, invoices are due immediately upon issuance/invoice date and must be paid without any discount deductions, unless other written deviations have been agreed upon.

3.4. In the event of a significant deterioration in the financial circumstances of the contractual partner after the conclusion of the contract, or if circumstances that were already present at the time of contract formation become known subsequently, GEZE can, upon becoming aware of such circumstances, demand advance payments or securities and withhold performance until this demand is fulfilled.

3.5. In the event of a significant deterioration in the financial circumstances of the purchaser following the conclusion of the contract, we reserve the right to request advance payments or security within a reasonable period of time and to withhold performance until our contract is fulfilled. If the purchaser refuses to comply or if the specified deadline expires without success, we are entitled to withdraw from the contract or seek damages for non-fulfillment.

3.6. The billing of deliveries and services takes place directly between the contractual partner and GEZE.

3.7. GEZE has the right to modify contractually specified prices by providing a notification of change in written form, with a notice period of 3 months, effective at the end of the month, in case production and energy costs, as well as GEZE's purchasing prices for raw materials or parts, or wages as a significant component such as maintenance and repair costs, change, or in case new taxes or public charges are introduced that concern the contract. Prices will adjust in accordance with changes in the legal value-added tax rate. Price increases are only permissible for already concluded (framework) contracts within the scope of the contract price and cost increases.

3.8. Withholding payments due to potential counterclaims by the purchaser or offsetting such claims is only permissible if these claims have been legally determined or are undisputed by us. The purchaser may only assign their rights from the contractual relationship with our prior written consent. An assignment without prior written consent is entirely ineffective.

3.9. The contractual partner is not entitled to reject the entire delivery and/or service if only parts of the delivery/service deviate materially from the agreed specifications/quantity/etc.

3.10. Payments received by us shall first be applied to compound interest, followed by interest and ancillary expenses, then pre-liquidation costs, if they were necessary for appropriate legal action (such as costs of a retained collection agency or attorney), and finally, the outstanding principal, starting with the oldest debt.

4. Default of Payment, Deferral

4.1. In the event of delayed payment or deferral, supplier claiming a greater actual default amount, we are entitled to demand interest at a rate of 5% above the respective discount rate.

4.2. If the purchaser falls behind in payment, we reserve the right to cease work on ongoing orders and demand immediate advance payment of all outstanding even non-due, claims and deferred amounts, or require appropriate security deposits.

4.3. In the case of advance payment, the purchaser may only deduct interim interest at a rate of 5% (annual) if the purchaser does not comply with our request for advance payment or provision of security within a reasonable period, clause 3.9 shall apply accordingly.

4.4. In the event of payment default, the purchaser shall reimburse us for all pre-liquidation costs incurred by us, provided they were necessary for the appropriate legal pursuit. Costs of a collection agency or the fees of an attorney, if charged accordingly, to the applicable extent, shall be reimbursed by the purchaser for legal pursuit. If we manage the collection process ourselves, we are entitled to charge a fee of €10.00 for each reminder issued.

5. Delivery Time, Delay in Delivery

5.1. The separately agreed binding delivery deadline begins on the day of dispatch of the order confirmation, not before all documents, approvals, and clearances, to be provided by the purchaser have been provided, and not before receipt of any agreed-upon advance payment.

5.2. An explicitly agreed-upon delivery time is considered met if the goods have left the factory/warehouse at the agreed-upon time or, in case of impossibility of shipment, if the readiness for shipment has been communicated to the purchaser. In the event of a delay in delivery, an appropriate grace period is to be set.

5.3. Insofar as we have been prevented from fulfilling our obligation due to force majeure or events that we could not have prevented despite reasonable care given the circumstances, the delivery period is extended to a reasonable extent. If the aforementioned events make the delivery or performance impossible, we will be released from our obligation to deliver the purchaser being able to terminate the contract or claim damages. If the aforementioned obstacles occur at the purchaser's end, the same legal consequences apply to their obligation to accept the delivery. The contracting parties are obligated to promptly inform the other party of obstacles of the aforementioned nature.

5.4. If there is a delay in delivery for which we are responsible and the purchaser grants us a reasonable period of grace of at least 3 weeks with the express declaration that he will refuse acceptance of the service after the expiry of this period, and if the period of grace is not complied with, the purchaser may withdraw from the contract. All further claims of the purchaser, in particular claims for damages, shall only exist in the event of intent or gross negligence.

5.5. Our prices are ex-works (EXW, Incoterms 2020), including loading, and excluding applicable statutory value-added tax, but excluding packaging, transportation, and insurance costs.

5.6. If the goods are ready for shipment and the shipment or delivery to a specific place is delayed due to reasons attributable to the purchaser, the risk passes to the purchaser upon notification of the readiness for shipment.

5.7. The purchaser must ensure that the delivery of goods and the execution of services can take place without any hindrance.

6. Performance Execution

6.1. The services are provided according to the contractual agreements and in accordance with the generally recognized rules of technology prevailing at the time of contract conclusion.

6.2. The assembly or commissioning work will be carried out by GEZE or a service partner authorized by GEZE. If the contracting partner requests work to be performed outside of the regular working hours of GEZE or the service partner, such requests must be made at least 4 weeks in advance. These working hours entitle GEZE to invoice additional surcharges such as night, public holiday, Saturday, and Sunday surcharges at increased rates.

6.3. Unless otherwise agreed, operating materials, spare parts, and consumables are not included in the compensation and may be invoiced separately by GEZE. Additionally, the disposal of defective or removed parts, unless otherwise contractually specified or required by law, is not included in the scope of services and is therefore subject to additional charges.

6.4. Insignificant or immaterial deviations as well as minor changes from the agreed specifications are not reasonable as long as such changes are reasonable for the contractual partner. Reasonable changes include in particular improvements according to the latest state of science and technology, technical modifications, enhancements to the design, or changes in material selection.

6.5. If installation or commissioning is not possible due to deficiencies in the site preparation, even though the performance owed by GEZE according to the contract has been provided, GEZE can claim the additional expenses for removing the obstruction from the contractual partner or suspend the installation until the obstruction/concerns are resolved. The resulting costs shall be borne by the contractual partner. GEZE shall avoid any costs for the contractual partner.

6.6. If access requires the erection of scaffolding (for installation heights exceeding three meters) or the use of similar technical equipment, these are to be provided by the client at their own cost unless the necessary tools have been clarified in advance and are explicitly included in the offer in writing. The operator must ensure object safety in accordance with ÖNORM B1330 (residential buildings) and B13301 (non-residential buildings).

7. Retention of Ownership

7.1. The delivered goods remain our property until full payment of all our claims. The installation or transfer of the goods always takes place on or behalf as the manufacturer but without obligation for us, if the seller's co-ownership of the sold goods expires due to combination, integration, or mixing, it is hereby agreed between us and the buyer that the buyer's co-ownership of the now unified item passes to us free of charge. The buyer keeps the ownership as the co-ownership for us free of charge. Goods to which we are entitled to ownership are hereinafter referred to as reserved goods.

7.2. The buyer of the goods is authorized to process and sell the reserved goods in the ordinary course of business, but only as long as they are not in default of payment. Pledges or transfers by way of security are not permitted. The claims arising from the resale or any other legal basis with regard to the reserved goods are hereby assigned to the buyer by us, in full, by way of security, with immediate effect. In the event of third-party access to the reserved goods, the buyer will immediately point out our ownership and promptly notify us of the third party's access. The buyer is responsible for any costs or damages incurred to the reserved goods as a result.

7.3. We are obliged, upon request and at our discretion, to release securities that belong to us if they are not needed for the claim to be secured, but not more than 20%.

7.4. In the event of the buyer's contractual breach, especially in the case of payment default, we are entitled to demand the return of the reserved goods or, if applicable, the assignment of the buyer's claims for surrender against third parties to ourselves. The retrieval and attachment of the reserved goods by us do not constitute withdrawal from the contract. The buyer bears all costs associated with the retrieval and attachment of the reserved goods. The disposal costs amount to 5% of the proceeds, including value-added tax, without the need for specific evidence. They can be set higher or lower if we can demonstrate higher costs, or if the buyer can prove lower costs. The proceeds shall be credited to the buyer after the deduction of the costs and other claims to which we are entitled.

8. Acceptance of Work Equipment

Work equipment (automatic doors and gates) are subject to an acceptance inspection according to AMVO 57 (Acceptance Inspection) by a licensed engineer or an accredited testing and monitoring body to keep the Accreditation Act (AKG). This inspection, unless otherwise explicitly required, is conducted by a partner of GEZE after installation. Legal warranty starts from the day of a positive acceptance inspection.

9. Warranty

9.1. If a defect that already existed at the time of handover occurs in the delivered goods, initially only rectification or replacement of the goods can be requested unless rectification or replacement is impossible or would involve disproportionately high costs for us. Whether this is the case depends on the value of defect-free goods, the severity of the defect, and the associated inconveniences. Where rectification or replacement is performed as at our discretion.

9.2. If both rectification and replacement are impossible or involve disproportionately high costs for us, the purchaser has the right to a reduction in the contract price or, if the defect is not minor, the right to rescind the contract. The same applies if we refuse rectification or replacement or do not carry them out within a reasonable period, and if these remedies would entail significant inconveniences for the purchaser or are unreasonable for substantial reasons.

9.3. The purchaser must carefully inspect the delivered services after handover, not just randomly, and must accept or report any defects or damages in writing immediately. If a defect is not reported in writing, the purchaser is deemed to have accepted the services. GEZE will be considered accepted by the purchaser. Hidden defects that only become apparent after 7 days but still within the warranty period must be reported within 7 days of their discovery. This provision does not apply to consumer transactions under the Consumer Protection Act (KSchG).

9.4. A warranty is provided for defects resulting from improper or inappropriate use, negligent installation, or commissioning by the purchaser or their parties, natural wear, fault, or negligent handling or maintenance, unsuitable operating materials or replacement materials, faulty installation work, chemical, electronic, or electrical influences. The warranty obligation is also void if modifications or repairs are carried out by the purchaser or third parties without our prior approval. It also ceases if the purchaser or third parties do not follow the guidelines or the installation guidelines of suppliers are not adhered to.

9.5. All further claims of the purchaser, including claims for damages, are excluded unless there is gross negligence or intent.

9.6. The warranty obligation for systems that are installed or commissioned by us is 36 months from the start of operation. The warranty obligation for goods delivered and installed by us is 24 months from the date of delivery. The warranty for batteries (accus) is 12 months from the date of delivery or availability for delivery.

9.7. Replacing defective items or parts does not extend the warranty. Replaced parts become our property. The costs of defect rectification carried out by the client, or a third party, will not be reimbursed by us.

9.8. Designated defects do not impair the usability and functionality of the services do not give rise to warranty claims from the contractual partner. The same applies to deviations from technical ÖNORMEN or the state of the art.

10. Other Compensation Claims, Liability

10.1. Our application-related advice in verbal and written form is intended solely to explain to the purchaser the basic use of the products. The purchaser is also expected to purchase the product from the obligation to satisfy themselves through their own assessment of the suitability of our products for the intended purpose. The purchaser is obligated to ensure that our application-related advice in verbal and written form is passed on to the intended and safe use of our products.

10.2. Claims for damages and other liability claims, particularly claims for compensation, are excluded. Claims can be excluded in the case of grossly negligent or intentional behavior. Where GEZE provides services free of charge, any liability is excluded.

10.3. Any reversal of the burden of proof to the detriment of GEZE is excluded.

11. No Authority to Represent by Installers/Technicians

The installers/technicians for GEZE or service partners are not authorized to accept complaints or claims for damages on behalf of GEZE. They are also not authorized to accept verbal orders or make changes or additions to contracts. The installers/technicians are not authorized to collect money on behalf of GEZE, unless a written collection authorization is provided.

12. Documentation

Illustrations, plans, drawings, and other documents provided by GEZE to the contractual partner remain the property of GEZE and are to be kept in strictest confidence. The dissemination, reproduction, or publication of these documents requires explicit written consent from GEZE. GEZE is not liable for errors or omissions arising from documents provided by the contractual partner.

13. **Offset and Retention Rights**
The contractual partner shall only have the right to offset or exercise a right of retention if its counterclaim(s) has/have been legally established or is/are undisputed. Furthermore, the contractual partner is only entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

14. Error, Reduction by More than Half

The right to reject the contract due to error as well as due to a reduction by more than half is excluded.

15. Force Majeure

If unforeseeable and unavoidable events or circumstances occur that are beyond the control of GEZE and cannot be prevented by GEZE in any other way, such as natural disasters, labor disputes, shortages of raw materials and energy, riots, wars or terrorist activities, fire, damage, floods, diseases, epidemics, pandemics, government measures, or any other causes of force majeure, GEZE is entitled to postpone the contractual performance for the duration of the disturbance or to suspend the contract in whole or in part due to the unfulfilled part, provided that GEZE has not assumed the procurement risk. GEZE will promptly inform the contractual partner about the occurrence and, if possible, the duration of the events to the extent reasonable.

16. Export Regulations

16.1 **Export Compliance Review and Contractual Rights**
If, after accepting an order, GEZE Austria identifies circumstances that credibly warrant the assumption of a present or future violation of applicable national, EU, or international export control regulations, necessary authorization requirements, or obligations under Clause 16.2, and promptly presents these to the contracting party, a mutually agreed period for further review shall hereby be granted. During this review period and any necessary approval process, any potential delay in performance shall be mutually excluded, and GEZE Austria shall hereby retain the right to withhold performance. If the required authorization is denied, if an application for authorization remains unresolved after six months, if it is sufficiently clear that the authorization will not be granted, or if an existing contract involves a violation that was not previously identified, GEZE Austria hereby has the right to withdraw from the contract in addition to the right to withhold performance. In the event of withdrawal, GEZE Austria shall be entitled to reimbursement of costs for work already performed up to that point. Any claims

for damages by the contracting party against GEZE Austria arising from or in connection with the termination of this contract are hereby excluded. Any advance payments received will be refunded by GEZE Austria to the extent legally permissible, and GEZE Austria is expressly entitled to offset these payments against claims for damages or reimbursement of costs.

16.2 Export Compliance Obligations

The contracting party hereby warrants and undertakes that the delivered goods are not used for any military or nuclear purposes of any kind, nor shall they be sold, transferred, or otherwise made available, directly or indirectly, to any third party for such end uses. The contracting party further warrants that it shall not resell or supply the delivered goods to Russia or to use in Russia if such goods are subject to an export ban under the applicable and current EU sanctions regulations, including those listed in the annexes referenced in Article 12a of Regulation (EU) 833/2014. Similarly, the contracting party shall not resell or supply goods subject to an export ban to Belarus under the relevant and current EU sanctions regulations, including those listed in the annexes referenced in Article 8a of Regulation (EU) 765/2006, to Belarus or to use in Belarus. Additionally, the goods shall not be supplied for installation in or for use in connection with ships listed in Annex XLII of Regulation (EU) 833/2014. If the contracting party intends to resell or supply the goods outside the EU or a partner country as defined in Annex VII of Regulation (EU) 833/2014 / Annex V of Regulation (EC) 765/2006, it shall hereby incorporate equivalent contractual provisions in agreements with third-party recipients. Furthermore, the contracting party shall require such third parties, unless they are end customers, to impose equivalent contractual obligations on their own contractual partners.

A breach of the obligations set forth in Clause 16.2, sentences 2 and 3, shall hereby result in the contracting party being liable to pay a contractual penalty amounting to 30% per violation, unless it can demonstrate that it was not responsible for the breach. In the event of such a breach, GEZE Austria reserves the right to withdraw from the contract and, where legally permissible, assert additional claims for damages. In the event of withdrawal, GEZE Austria shall be entitled to reimbursement of all costs incurred for work performed up to that point. Any claims for damages by the contracting party against GEZE Austria arising from or in connection with the termination of this contract are hereby excluded.

16.3 Documentation and Verification Obligations

The contracting party is hereby required to provide GEZE Austria, upon request, with full disclosure regarding the deliveries made and the whereabouts of the delivered goods, including submission of appropriate evidence (e.g., delivery and export documents) and contractual agreements with third parties by presenting the relevant contracts (or excerpts thereof). Upon GEZE Austria's request, the contracting party must submit the corresponding and use documents in their original form and in the format prescribed by the Austrian Federal Ministry of Labor and Economy, without delay and no later than ten calendar days. GEZE Austria is further entitled to verify the whereabouts of the goods through on-site inspections or to engage third parties to conduct such inspections. If the contracting party fails to provide the requested information, documents, or end-use documents within a reasonable period or refuses to allow an on-site inspection by GEZE Austria or a designated third party, GEZE Austria is hereby entitled to withhold performance and withdraw from the contract unless the contracting party can provide a justified reason why the requested documentation cannot be provided or why the on-site inspection is not feasible or reasonable. In the event of withdrawal, GEZE Austria shall be entitled to reimbursement of all costs incurred for work performed up to that point. Any claims for damages by the contracting party against GEZE Austria arising from or in connection with the termination of this contract are hereby excluded.

16.4 Compliance with Foreign Trade Regulations

The responsibility for ensuring compliance with relevant foreign trade regulations and other applicable laws of both the contracting partner's country and the country to which deliveries are to be made rests solely with the contracting partner. The contracting partner is hereby required to inform GEZE Austria in writing at the time of contract conclusion of any specific requirements arising from these regulations. In the event of non-compliance with the provisions set out in the preceding paragraphs, the contracting partner shall be liable for any damages caused by GEZE Austria and shall indemnify and hold harmless GEZE Austria against any third-party claims arising therefrom.

17. Non-disclosure

17.1. The contracting party undertakes to treat information and documents such as data, plans, drawings, knowledge, calculations, and experiences, as well as business and trade secrets ("confidential information"), which they acquire during the contract relationship, as confidential and shall not disclose them to third parties, and to use them exclusively for the purpose of executing this contract.

17.2. The contracting party is responsible for ensuring compliance with these obligations, both on their own part and on the part of individuals acting on their behalf (employees and GEZE-approved agents). The circle of involved persons shall be kept confidential and shall be based on a "need-to-know" basis. If these individuals must be included, they are to be bound by confidentiality to the same extent as outlined here.

17.3. The obligation of confidentiality shall not apply to the extent that the communicated information and documents are:

- already publicly known (generally known, part of the state of the art)
 - already known to the contracting party at the time of disclosure
 - later disclosed by a third party without an obligation of confidentiality
 - required to be disclosed due to a regulatory or judicial order.
- The contracting party bears the burden of proof for the presence of an exception to the obligation of confidentiality and shall promptly inform GEZE in the event of a requirement for disclosure.

17.4. If confidentiality information is provided to the contracting party, it remains the property of GEZE. The transfer to third parties is prohibited, as is the delivery of items based on these drawings, models, etc. Handing over to third parties is only permissible with prior approval from GEZE or due to a regulatory obligation. In such a case, GEZE must be promptly informed.

17.5. The obligation of confidentiality also applies in the event that the contract for collaboration is not realized. The contracting party shall, without request, promptly and completely return all documents they received during the course of the collaboration to GEZE. Digital documents, any created files, and all copies shall be deleted, and this deletion shall be verified to GEZE upon request.

17.6. In the event of a breach of the confidentiality obligation stipulated in this section, a contractual penalty of €50,000 per violation is agreed upon.

18. Amendment of the General Terms and Conditions (GTC)

GEZE reserves the right to unilaterally amend these terms and conditions at any time. In this case, GEZE will inform the contracting partner comprehensively in writing or electronically about the respective changes to the terms and conditions. If the contracting partner does not object to the amended terms and conditions within a period of 30 calendar days after receipt of the notification about the changes to the terms and conditions, the silence of the contracting partner shall be deemed as consent, with the legal consequence that all changes become effective for all ongoing contracts.

19. Place of performance, applicable law and place of jurisdiction, severability clause

19.1. The place of performance for our deliveries and services is the respective place of departure of the goods, and for the payment by the buyer, our headquarters in Salzburg.

19.2. The law of the Republic of Austria applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and international referral standards.

19.3. The exclusive jurisdiction of the competent court in the provincial capital city of Salzburg is agreed upon as the place where legal proceedings will be held.

19.4. If individual provisions of these General Terms and Conditions are legally inadmissible, the inadmissible provision shall be replaced by a permissible provision that closely aligns with the economic sense and purpose of the inadmissible provision as much as possible.

Supplementary General Terms and Conditions for Services of GEZE Austria GmbH

20. Scope of Application

20.1. The following terms and conditions are supplementary to all service provisions between GEZE Austria GmbH (hereinafter referred to as "GEZE") and the respective contracting partner. According to the following conditions, service provisions encompass all maintenance, upkeep, functional tests, safety inspections, repairs, installations, conversions, modernizations, new deliveries, or similar activities.

20.2. These terms and conditions apply to the current transaction as well as to all future business transactions, provided that the contracting party is not a consumer.

20.3. Unless expressly stated otherwise below, the provisions contained in the aforementioned General Terms and Conditions for Deliveries and Services of GEZE Austria GmbH ("GTC") also apply to the provision of services by GEZE.

21. Execution of Services, Scope of Services, Prices

21.1. The services will be provided according to the contractual agreements and in accordance with the generally recognized rules of technology at the time of contract conclusion.

21.2. All work will be carried out during regular working hours (Monday to Thursday, between 7:30 AM and 4:30 PM, Friday between 7:30 AM and 12:30 PM, excluding public holidays at the location of service provision) by GEZE or an authorized service partner of GEZE. Work to be performed outside of regular working hours at the request of the contracting partner, except in emergency cases, must be requested at least 4 weeks in advance. These working hours

and emergency service cases entitle GEZE to invoice additional fees and charges, such as night, emergency, public holiday, Saturday, and Sunday surcharges, at the increased billing rates of GEZE.

21.3. The compensation and scope of services are defined in the respective service contract or offer and confirmed in the order confirmation. If compensation is not explicitly agreed upon as a lump sum, service provisions will be invoiced by GEZE based on work hours, travel time, and, if applicable, waiting times, using the billing rates applicable at the time of engagement, plus the legally applicable value-added tax. Additionally, services exceeding the agreed scope, such as the resolution of damages or malfunctions resulting from improper use, will be separately invoiced according to the billing rates in effect at the time of service provision. The current billing rates will be provided to the contracting party with the order confirmation.

21.4. Unless otherwise agreed, spare parts, replacement parts, operating materials, and consumables are not included in the compensation and may be invoiced separately by GEZE. Similarly, the disposal of defective, dismantled or removed parts, unless otherwise contractually specified or required by law, is not included in the scope of services and therefore subject to additional charges. 21.5. Insignificant or minor adjustments, as well as slight deviations from the agreed-upon specifications, are permissible to the extent that such changes are reasonable for the contracting party. Changes of this nature are deemed reasonable, particularly when they involve advancements based on the latest developments in science and technology, technical modifications, improvements in design or material selection.

22. Payment Terms and Order Cancellation

22.1. GEZE is entitled to demand payment in advance plus value-added tax. Otherwise, invoices are due for immediate payment upon invoicing/invoice date and must be paid without deduction of any discounts/cash discounts.

22.2. In the case of a payment default, GEZE is entitled to demand a contractual penalty amounting to 30% per violation, unless it can demonstrate that it was not responsible for the breach. In the event of such a breach, GEZE Austria reserves the right to withdraw from the contract and, where legally permissible, assert additional claims for damages. In the event of withdrawal, GEZE Austria shall be entitled to reimbursement of all costs incurred for work performed up to that point. Any claims for damages by the contracting party against GEZE Austria arising from or in connection with the termination of this contract are hereby excluded.

23. Obligations of the Contracting Party

23.1. Unless otherwise agreed in writing with GEZE, the contracting party is obligated to provide all necessary cooperation actions for the contract-compliant performance in a timely manner, free of charge. This includes ensuring compliance with the obligations listed below.

23.2. The contracting party is responsible for providing safe and easy access to the facility and ensuring that, no later than the completion of the work, an authorized representative is present on-site. This representative must be empowered to sign the performance records presented by GEZE.

23.3. If the rectification of faults is included in the service contract, the contracting partner must inform GEZE immediately of any faults that occur.

23.4. Changes in ownership and usage rights must be promptly communicated to GEZE by the contracting party in writing or in textual form, if these changes affect contract fulfillment or the execution of services, or if GEZE otherwise has a legitimate interest in being notified. Otherwise, these changes shall not be deemed to constitute a breach of the contract.

24. Temporary Shutdown or Decommissioning of the Facility, Plant, or System

24.1. If there is a service contract with GEZE for the maintenance of a facility or system, the contracting party undertakes to promptly inform GEZE in writing of any temporary decommissioning or shutdown of the facility. Upon receiving the written notification, the service contract shall be suspended or terminated until the end of the upcoming regular billing period.

24.2. If GEZE is not properly informed of any suspension and maintenance attempts are made, these attempts are subject to additional charges.

24.3. Following the decommissioning, the contracting party shall have the facility system inspected by specialized personnel from GEZE, an authorized service partner designated by GEZE, or another knowledgeable and authorized entity, before resuming operation. The contracting party shall bear the costs for this inspection, including any costs for the necessary work that must be requested. GEZE shall not be liable for defects or damages arising from improper recommissioning by third parties.

25. Liability for Defects

25.1. In the event of a defect in a provided service, GEZE shall, at its own discretion and within a reasonable period, have the option to rectify the defect or to cease the service again. If, despite several attempts, GEZE is unable to remedy the defect, the contracting party is entitled, insofar as the defect is significant, to rescind the contract or demand a reduction in the price.

25.2. The expenses necessary for inspection and rectification, including but not limited to transportation, travel, labor, material costs, and potentially removal and installation costs, shall be borne or reimbursed by GEZE only in accordance with legal provisions if an actual defect is present. Otherwise, if the demand for defect rectification is unjustified, GEZE may request the contracting party to cover the costs incurred from such demand including inspection and travel expenses.

25.3. Liability for material defects (warranty) shall be void if the contracting party modifies the subject matter of the contract without the consent of GEZE or if the contracting party modifies the contract by third parties, and as a result, the rectification of defects becomes impossible or unreasonably difficult. This also includes improper storage, transportation, assembly, and utilization or programming by the contracting party. The contracting party shall bear the additional costs incurred for defect rectification due to the modification.

25.4. During the term of a service contract for the maintenance of a system, the contracting party is required to have all work on the system carried out exclusively by GEZE or its authorized representatives, ensuring the operational safety of the facility system. In cases of third-party interventions in the maintenance object, any warranty claims can only be maintained if the contracting party can clearly refute that a defect was not caused by the intervention of a third party.

Declaration according to Art. 13 of the General Data Protection Regulation

The personal data provided by you will be processed by GEZE Austria GmbH, Wiener Bundesstraße 85, 5300 Hainburg, in order to fulfill its contractual obligations with you (Art. 6(1)(b) GDPR) and for advertising purposes (Art. 6(1)(f) GDPR). Your data will be processed by us exclusively for the purposes stated above and will also be shared with our contractual partners for this purpose. Your data will be stored by us for as long as necessary to fulfill our contractual obligations or for advertising purposes towards you, or as long as we could potentially be held liable by you. According to the General Data Protection Regulation, you have the right to request information (Art. 15 GDPR), the right to rectification (Art. 16 GDPR), the right to erasure (Art. 17 GDPR), the right to restriction of processing (Art. 18 GDPR), the right to data portability (Art. 20 GDPR), as well as the right to object (Art. 21 GDPR). If you wish to exercise your rights under the General Data Protection Regulation or if you would like more information about the protection of your data, please contact our Data Protection Officer, Georg Kollmann. We also inform you of your right to lodge a complaint with the data protection authority.

GEZE Austria GmbH
Salzburg Regional Court (Landesgericht Salzburg)
FN 56933 K