

General Terms and Conditions of Purchase of the Geberit Group (Version 2024)

1 General Provisions – Scope of Application

- 1.1 These General Terms and Conditions of Purchase of the Geberit Group („GPC Geberit“) apply exclusively. Any terms and conditions of the supplier that conflict with or deviate from these GPC Geberit shall only become part of the contract if and to the extent that the contracting Geberit company (“Geberit“) has expressly agreed to their applicability at least in text form (e.g. by letter or e-mail). In case of doubt, any such consent shall only apply to the respective individual contract and not to any framework or follow-up contracts. The GPC Geberit shall also apply if Geberit accepts without reservation as to applicable general terms the service or delivery, knowing that the supplier's terms and conditions conflict with or deviate from the GPC Geberit.
- 1.2 The GPC Geberit shall also apply to all future transactions with the supplier, even if they are not expressly included anew.
- 1.3 Legally relevant declarations and notifications by the supplier (e.g. setting of deadlines, reminders, cancellation) must be made at least in text form. Statutory formal requirements and the need for further evidence - in particular regarding the declaring party's power of representation - shall remain unaffected.
- 1.4 Unless otherwise stipulated below, the Geberit GPC shall apply both to the delivery of tangible goods (“Products“) and to the provision of services or works. Products that become part of Geberit end products through installation or in any other way are hereinafter referred to as “Preliminary Products“.

2 Order – Order Documents

- 2.1 Orders from Geberit shall be confirmed by the supplier in text form. If the confirmation is not made within 5 working days after receipt of the order, Geberit shall no longer be bound by the order and may cancel it.
- 2.2 If the confirmation of the supplier deviates from the order, the supplier shall be obliged to expressly point this out. Any confirmation deviating from the order shall constitute a new offer by the supplier and needs to be accepted by Geberit.
- 2.3 Geberit reserves all rights, in particular copyrights, to drawings, specifications and other documents in paper or electronic form. They may be used by the supplier exclusively for the possible manufacturing and delivery of the Products or the provision of the services or works. After fulfillment of the obligations as defined in the order, the documents shall be returned or destroyed/deleted upon request. They must be kept secret from third parties; in this respect, the provisions of clause 8 shall apply in addition.

3 (only in case of Delivery of Products): Delivery – Documents

- 3.1 Unless otherwise agreed in text form, delivery shall be made DDP (Delivered, Duty Paid) to the contractually agreed destination in accordance with Incoterms as amended from time to time.

- 3.2 The supplier shall be obliged to indicate Geberit's order number, the origin and the customs tariff numbers on all shipping documents and delivery notes.

4 Delivery date - Delay in delivery - Payment

- 4.1 The delivery or performance date specified in the order is binding.
- 4.2 The supplier undertakes to inform Geberit immediately in text form if circumstances occur or can be determined which indicate that the delivery date or performance date specified in the order cannot be met.
- 4.3 In the event of a delay for which the supplier is responsible, the supplier shall compensate Geberit for the resulting damage. Furthermore, Geberit shall be entitled to rescind or terminate the contract entered into by the order and the corresponding confirmation after setting a reasonable notice period. This shall apply, even if the supplier has provided the information required pursuant to section 4.2 above.
- 4.4 Unless otherwise agreed, the term of payment is 30 days net as of receipt of the invoice.
- 4.5 The Geberit order number, the origin and the customs tariff numbers must be indicated on all invoices.

5 (only for delivery of products): Liability for defects

- 5.1 The supplier guarantees that all deliveries - insofar as applicable to the specific product - comply with the contractually agreed requirements and the state of the art, in particular with regard to material selection, processing and functionality. Furthermore the products must comply with the standards, relevant legal provisions and regulations as well as with the guidelines of authorities and professional associations applicable at the agreed destination. Deviations from these requirements are only permitted with the prior consent of Geberit, to be declared at least in text form. The supplier's liability for defects shall not be limited by any such consent.
- 5.2 Geberit shall notify the supplier of recognisable defects in the delivery as soon as such defects can be detected in the ordinary course of business.
- 5.3 In the event of defects, Geberit shall, at its discretion, be entitled to demand supplementary performance from the supplier in the form of rectification of defects or replacement delivery. The supplier shall bear the necessary expenses, in particular transport, travel, labour, material, installation and removal costs. In addition to these claims, the statutory provisions applicable to the contract between Geberit and the supplier shall apply, in particular the warranty, tort and product liability provisions, from which additional claims and/or longer limitation periods may arise under certain circumstances.
- 5.4 The warranty period is two years, five years however for Preliminary Products., In case of supplementary performance, the limitation period shall commence upon completion of supplementary performance for any products and replacement parts, replaced and/or repaired as part of supplementary performance.

5.5 Geberit expressly reserves the right to claim damages in accordance with the statutory provisions. In particular, the supplier shall compensate any damages, including consequential damages, resulting from the existence of a defect.

6 (only for Delivery of Preliminary Products): Product liability - Exemption

In the event that claims are asserted against Geberit by a customer or any other third party due to a defective or faulty product - irrespective of the legal grounds of said claim- the supplier undertakes to indemnify Geberit against such claims upon first request to the extent that the supplier is responsible for the defect or product fault.

7 Property Rights

7.1 The supplier guarantees that no rights of third parties, in particular industrial property rights and applications for industrial property rights, are infringed in connection with his delivery or service.

7.2 If claims are asserted against Geberit by a third party due to an alleged infringement of property rights relating to a delivery or service of the supplier, the supplier shall be obliged to indemnify Geberit against all related claims upon first request.

7.3 The indemnification obligation of the supplier shall also apply to all expenses reasonably incurred by Geberit from or in connection with the claims asserted by a third party.

8 Confidentiality and Data Protection

8.1 The supplier undertakes vis-à-vis Geberit to keep confidential all information received within the scope of the contractual relationship (including records, drawings, sketches, specification data, etc.), not to make it accessible to third parties and, in particular, not to use it for its own purposes, unless with the prior express written consent of Geberit. This shall not apply to information that is generally known at the time of its disclosure or that becomes generally known later without breach of the confidentiality obligation or that was developed by the supplier independently without using the confidential information. The burden of proof for the existence of these exceptions shall be borne by the supplier.

8.2 The supplier undertakes to return the documents received at any time upon Geberit's request and to destroy or delete any copies made.

8.3 Furthermore, the supplier undertakes to oblige its employees to maintain confidentiality to at least the same extent within the scope of the statutory possibilities - also for the time after termination of their employment.

8.4 In the event of violations of this confidentiality obligation, Geberit is entitled to assert claims for damages and, if necessary, to initiate criminal proceedings.

8.5 Regardless of the duration of the business relationship, the confidentiality obligation shall continue to apply until the information requiring confidentiality (Section 8.1) has become generally known.

9 Code of Conduct for Suppliers

The supplier undertakes and shall ensure that its owners / governing bodies, employees, subcontractors and other third parties involved in the performance of the contract understand and comply in all respects and at all times with the principles set out in Geberit's Code of Conduct for Suppliers. The current version of the Code of Conduct for Suppliers of Geberit is available on the Geberit homepage <https://www.geberit.com/downloads-purchasing/>.

10 Final provisions

10.1 The place of performance for the obligations of Geberit arising from the contractual relationship shall be the registered office of Geberit. The place of performance for the obligations of the supplier shall be the agreed place of destination or place of performance.

10.2 The court in whose district Geberit has its registered office shall have jurisdictional venue for disputes arising in connection with the supply contract. Other permissible general or special places of jurisdiction shall also be available to Geberit.

10.3 The respective order shall be governed by the national law applicable at the registered office of Geberit. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is expressly excluded.