

# General Terms and Conditions –WELTE- GROUP (April 2022)



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**Welte Cardan-Service GmbH**  
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Registered office of the company: Neu-Ulm  
and of the group companies:

**Welte-Rohrbiegetechnik GmbH**  
**Auto Plus GmbH**  
**Welte-Wenu GmbH**  
All Group companies are hereinafter referred to as WELTE.

Unless otherwise agreed upon, the following General Terms and Conditions shall apply to all legal transactions between WELTE and its customers. They shall also apply to any related information, advice and additional services provided. Any additional or deviating agreements must always be made in writing. This shall also apply to the amendment of the written form requirement.

Deviating, conflicting or additional General Terms and Conditions of the customer shall not become part of the contract, even if we are aware of them, unless their validity is expressly approved by WELTE in writing.

The delivery of goods, products, samples or prototypes and/or the provision of services shall also not constitute implied acceptance of the General Terms and Conditions of our customers/suppliers. All contract documents are stored by us; you can receive copies of them upon request.

The General Terms and Conditions are available for download at [www.welte-group.com](http://www.welte-group.com).

## **Part A: General conditions**

### **§ 1 Conclusion of the contract**

The contract shall be concluded exclusively in German.

On placing a written or oral order, the customer shall be bound to his offer to conclude a contract for 14 days. The contract shall come into effect once WELTE has confirmed it in writing and/or by fax or e-mail within the 14 days or delivered the goods. Call-off orders shall constitute binding orders placed by the customer and shall be subject to the terms and conditions referred to above. The orders shall be stored by WELTE. If the contractual documents are lost, WELTE may make them available to the customer.

If the customer places an order via the web shop, this is done by placing the product(s) in the shopping basket, then entering all the data required for the conclusion of the contract in the programme mask provided for this purpose and then checking the correctness of the information on the control page. The customer makes a legally binding offer with regard to the product(s) selected by him/her when he/she clicks on the "Order subject to payment" button in the programme mask in the last step of the ordering process.

All our offers, in particular those in catalogues, sales documents or on the internet, especially in our online shop, are non-binding. Specific offers designated as such are also non-binding. Only the order placed by the customer shall constitute a written offer to conclude the corresponding purchase contract. The contract shall not come into effect until WELTE confirms the offer or delivers the goods.

Where deliveries are made without an order confirmation or delivery contract, the invoice and/or delivery note shall be regarded as the order confirmation based on WELTE's applicable General Terms and Conditions.

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## **§ 2 Right of withdrawal**

Insofar as a customer (private customer) pursuant to Sec. 312g BGB (German Civil Code) enters into an off-premises or distance contract with WELTE, the consumer has the following statutory right of withdrawal:

### **Instructions on withdrawal**

#### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or, as far as services are concerned, upon conclusion of the contract.

To exercise your right of withdrawal, you must inform us (Welte Cardan-Service GmbH, Gaußstrasse 1, 88250 Weingarten, Tel. +49 (0) 751 - 56062-40, info.weingarten@welte-group.com), of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail).

You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

You shall send back or hand over to us the goods you have received from us in connection with the contract without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

### **End of instructions on withdrawal**

## **§ 3 Information provided in brochures**

As a rule, only those product descriptions contained in the current brochures and/or online or web catalogues of WELTE shall be valid. Older brochures and documents as well as all information provided online and in web catalogues shall automatically lose their validity as soon as an updated version of brochures and documents is sent to the customer or made available on the Internet.

All details, measurements, values, operating conditions and other content contained in brochures, catalogues, on all websites of WELTE and other documents are theoretical approximate values, in some cases determined in tests, which are generally non-binding, unless they have been expressly designated by WELTE as binding in an offer or have been expressly agreed by contract.

Standard products are delivered according to sample or catalogue/website. Minor customary variations in colour, grain, pattern and shape shall be deemed in conformity with the contract. WELTE reserves the right

to make design or technical modifications, provided that the functionality, usability and basic configuration of the product are maintained, taking into account the state of the art.

We retain the unrestricted ownership and copyright exploitation rights to cost estimates, design drawings and other documents; they may only be made available to third parties with our consent and shall be returned or destroyed without delay upon our request in the event that a contract is not concluded.

#### **§ 4 Prices and terms of payment**

1. The prices are quoted in EUR excluding VAT. Unless otherwise agreed upon in writing and in principle, the prices are based on WELTE's price list valid at the time the contract is concluded, unless this changes three months before the delivery date. This change in the price list shall be deemed acceptable in the event of an essential change in price factors, such as raw materials, vendor parts, wages, social security contributions, taxes or the like. WELTE is entitled to adapt the price list to a reasonable extent in line with the influence of the above cost factors. Insofar as WELTE has prepared a quotation, the prices shown in the quotation shall take precedence over the prices shown in the price list.

2. All prices are quoted ex works (EXW, Incoterms 2010), excluding any additional services, in particular transport, packaging, postage, insurance, commissioning and any other expenditure associated with the operation at the customer's site.

3. A flat-rate shipping fee is charged for transport. This varies according to the weight of the delivery. Customers can find information on this in the shipping costs table.

4. As a rule, our commissioning, maintenance, installation and other application support services are charged on a time and material basis, with the hourly rates being based on our valid price list with the quantity discounts listed. At a contract value of less than EUR 50,00, WELTE is entitled to charge a reasonable surcharge for small quantities.

5. Unless otherwise agreed upon with the customer in writing, any adaptations of standard products to customer-specific requirements undertaken by WELTE are always charged on a time and material basis.

6. Unless otherwise agreed upon, the invoice amounts shall be due and payable in full immediately after receipt of the invoice.

7. In the event of a defect in the goods or installation, the customer is only entitled to retain a reasonable portion of the purchase price commensurate with the type of defect and the degree of impairment of use.

8. Where due payment dates are exceeded, default interest at a rate of 1% per month shall be payable without any further reminder. If the customer is an entrepreneur, the default interest is 1.5% per month above the basic rate of interest. In the event of default, all rebates and other discounts granted shall become invalid.

9. The customer is only entitled to exercise a right of setoff if his counterclaims are uncontested, acknowledged or legally established.

10. Even if WELTE has entered into binding framework contracts with fixed prices, WELTE is entitled to adapt the prices in the event of a change in the general production conditions, in particular material prices, labour costs and other price-determining factors. Upon request of the customer, WELTE will disclose the calculation limited to the price-increasing factors.

11. WELTE is only obliged to change the construction and design of delivery items insofar as the corresponding extra costs are borne by the customer and to the extent technically feasible and reasonable for WELTE with regard to the delivery capability and delivery periods.

12. WELTE® products are always competitive in terms of price, quality, innovativeness and safety. However, this shall not constitute a basis of the contract, even if this is laid down in the General Terms and Conditions of our customers.

13. Where products manufactured to customer specifications are ordered, we reserve the right to make excess or short deliveries.
14. WELTE is always entitled to make part deliveries to a reasonable extent.
15. The risk shall pass on to the customer upon handover of the goods to a carrier or other person entrusted with the shipment.
16. Where delivery is made to a foreign country, all additional costs incurred, in particular customs duties, fees for shipping documents, turnover tax on imports, etc., shall always be borne by the customer, even if carriage-free delivery has been agreed. This shall also apply to additional transport costs from the border. In the case of call-off supply contracts, binding quantities shall be communicated to us in writing no later than two months before the delivery date, unless otherwise agreed upon.
17. Any extra costs incurred due to delayed call-off or subsequent changes shall be borne by our customers. Guaranteed delivery dates shall no longer apply in the event of delayed call-off.
18. Insofar as WELTE delivers prototypes or test samples, WELTE remains the owner of all property rights to the delivery items. Any transfer to third parties shall be excluded. Any use is only permitted for test purposes; warranty shall be excluded. WELTE also remains the owner of the items. Insofar as a serial supply contract is not concluded, the delivery items shall be returned.
19. WELTE's performance shall be subject to correct and timely supply by its own suppliers, including advance services, insofar as WELTE has concluded a congruent covering transaction and the incorrect or untimely supply is not attributed to a fault of WELTE.
20. Advance services within the meaning of this paragraph mean all necessary material, transport and termination services as well as other technical services provided by third parties.
21. Force majeure events which render the contractual performance considerably more difficult or impossible entitle WELTE to postpone the fulfilment of its obligations for the duration of the impediment plus a reasonable start-up period.
22. Force majeure events include strikes, lockouts and administrative orders or other circumstances, insofar as they are unforeseeable, serious and are not attributed to a fault of WELTE. As far as possible and reasonable under the specific circumstances, WELTE shall inform the customers of the occurrence of such events without delay. The same applies if WELTE is dependant upon the advance services of third parties.

## **§ 5 Data transfer to third parties**

1. Data are only transferred to third parties to the extent necessary for the performance of the contract and/or with the customer's consent.
2. Personal data and technical and/or corporate data can also be used by other companies acting on behalf of the Welte Cardan Service GmbH corporate group ("processors") or within the scope of business partnerships of the Welte Cardan Service GmbH corporate group ("third parties"). These may include both WELTE group companies and external companies and/or partners.
3. Under certain circumstances, it may be necessary to transfer personal and/or corporate data with regard to the establishment, performance and/or termination of the business relationship as well as data concerning non-contractual or fraudulent conduct to credit rating agencies.  
The legal basis of this data transfer is point (b) of Art. 6 (1) and point (f) of Art. 6 (1) of the General Data Protection Regulation. Investigations based on point (f) of Art. 6 (1) of the General Data Protection Regulation may only be conducted to the extent necessary for the purposes of the legitimate interests pursued by the credit rating agency or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data.
4. The data exchange with credit rating agencies also serves the fulfilment of statutory obligations to carry out customer credit checks in accordance with Sec. 505a of the German Civil Code (BGB) as well as Sec. 18a of the German Banking Act (KWG).

5. The credit rating agency may also use the data for the purpose of profiling (score) in order to provide the contractual partners in the European Economic Area and in Switzerland with information, enabling them to rate the creditworthiness of natural persons, among other things.

6. We may also transfer data to credit rating agencies for the purpose of preventing criminal acts. The legal basis for this data transfer is Sec. 25h KWG, point (a) of Art. 6 (1), point (b) of Art. 6 (1) and point (f) of Art. 6 (1) of the General Data Protection Regulation.

7. The transfer of such data based on Art. 6 (1) of the General Data Protection Regulation is only permitted to the extent necessary for the purposes of legitimate interests, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data.

8. The data exchange also serves the fulfilment of statutory obligations to carry out credit checks in accordance with Sec. 505a BGB and Sec. 506 BGB.

9. Under certain circumstances, it may be necessary to transfer your data to debt collection agencies and/or legal advisors, experts and related service providers in the event of disputes. Furthermore, your data may need to be transferred to third parties for tax and accounting purposes.

## **§ 6 Delivery deadline**

1. Delivery and performance deadlines defined by time intervals shall commence upon sending our order confirmation at the earliest. The delivery date of goods is deemed to have been met if the goods leave WELTE's works on the agreed date. WELTE is deemed to be in default without any further reminder if a binding delivery date agreed in writing for a particular calendar day is exceeded. In this case, the customer shall grant a reasonable grace period of at least 4 weeks.

2. Delivery deadlines shall not commence until clarification of all delivery specifications and fulfilment of all contractual obligations by the customer.

3. Force majeure events, unforeseeable circumstances and other unforeseeable disruptions of the business operations of WELTE or its suppliers which cannot be avoided by neither WELTE nor its upstream suppliers despite reasonable care being taken in relation to the nature of the circumstances of the case shall postpone the delivery dates by a reasonable period.

4. In such cases, WELTE shall be released from its performance obligation, if delivery within a reasonable grace period is not possible.

5. Where WELTE has concluded a corresponding covering transaction with its upstream suppliers for the performance of the purchase agreement, WELTE is not obliged to deliver if the upstream supplier is unable to deliver. WELTE shall immediately inform the customer of such circumstances and refund any payments already effected without delay.

6. If the customer culpably refuses to perform the contract, we are entitled to claim compensation amounting to 20% of the contract value excl. value-added tax. The right to assert claims for higher damage shall remain unaffected. The customer has the right to provide evidence that no or significantly lower damage has occurred.

7. WELTE may refuse to deliver if facts become known after conclusion of the contract which suggest that payment by the customer is jeopardised due to lack of funds and/or creditworthiness. In this case, the goods will only be delivered against advance payment or provision of adequate security.

8. WELTE is entitled to set the customer a reasonable period for advance payment or provision of security and withdraw from the contract after expiry of this period. Setting such period may be dispensed with if the customer has fraudulently or negligently withheld facts that were already known to him upon conclusion or the contract or were unknown to him through negligence on his part.

9. If the delivery is delayed for reasons attributable to the customer, storage fees amounting to 0.5% of the invoice amount, but not exceeding 5% of the invoice amount, may be charged for each month or part thereof. The right to assert claims for higher damage shall remain unaffected. The customer has the right to provide evidence that no or significantly lower damage has occurred.

### **§ 7 Information provided by the customer**

The customer shall be liable for the accuracy and timeliness of his statements and other information provided by him for the order preparation as well as the suitability of the installation site. All additional costs incurred due to incorrect or delayed information or unsuitability of the installation site shall be borne by the customer.

### **§ 8 Retention of title and withdrawal from the contract**

1. All deliveries by WELTE are made under retention of title. The goods delivered shall remain WELTE's property until full payment of all goods delivered and settlement of all claims for services already rendered. Upon request of the customer, WELTE undertakes to release all securities insofar as the value of the securities exceeds the claims to be secured by more than 20%. WELTE is entitled to choose the securities to be released at its discretion.

2. In the event of resale of contractual items, the customer shall hereby assign his claim, including ancillary rights, to WELTE as security. Until revocation possible at any time, the customer is entitled to collect the assigned claim.

3. As long as WELTE's right of ownership exists, WELTE is entitled to satisfy itself at any time as to the proper handling and storage of the goods on site and to recover said goods after setting a grace period, without this involving withdrawal from the contract.

4. All costs associated with the necessary recovery of the goods, including the costs of repeat delivery, shall be borne by the customer.

### **§ 9 Withdrawal from the contract**

1. If the customer refuses to accept the goods duly ordered or if the customer already declares prior to delivery, either literally or analogously, including by silence in response to a corresponding written request containing a corresponding reference to the legal consequences of this paragraph, that he will not accept the goods, WELTE is entitled to withdraw from the contract without any further reminder and claim compensation in lieu of performance.

2. In the event that WELTE withdraws from the contract due to the customer's conduct, in particular due to default of payment or in the case referred to in Sec. 5.8 or in the event of any other unauthorised rescission of the contract by the customer following delivery and recovery of the goods delivered, WELTE is entitled to claim compensation and reimbursement of expenses.

3. WELTE is entitled to fixed compensation for non-performance amounting to 20% of the net contract value. WELTE shall be reimbursed for any expenditure arising from the contract, such as transport, return transport, installation costs, etc., in the actual amount of the costs incurred. The hourly rate per employee amounts to EUR 75.00 plus VAT and the lump-sum travel expenses amount to EUR 0.90 per km plus VAT. These rates shall also apply in all other cases referred to in these General Terms and Conditions in which the customer is required to bear the costs.

4. WELTE is entitled to provide evidence of and claim higher damage instead of the fixed compensation rates and the customer is entitled to provide evidence that WELTE has suffered lower damage than the fixed compensation rates of WELTE or that no damage has occurred.

5. If the customer is in default of accepting the goods, he is liable to pay the storage costs incurred after a default period of more than 14 days.

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## **§ 10 Warranty**

1. If the customer is a consumer, the statutory warranty rights apply with the exception of liability for consequential damage caused by defects, unless in cases of gross negligence or wilful intent on the part of WELTE or its employees.

2. If the customer is an entrepreneur, the following warranty regulations apply:

- WELTE warrants that its products and services are free from defects in accordance with the contractual requirements within a warranty period of one year from the date of handover. Complaints due to incomplete or incorrect delivery or notices of defects due to apparent or normally recognisable defects shall be submitted by the customer in writing within 14 days of receipt of the goods. If the customer fails to give notice of the defects within the above period or uses up or sells the goods, this shall be deemed unconditional acceptance.
  - Because of the numerous possible applications of WELTE® products, WELTE provides no warranty for the actual application possibilities and specific operating conditions at the customer's site, unless this has been expressly agreed in writing and the specific operating conditions on site have been correctly described to WELTE by the customer in writing.
  - During the production of technically complex products, minor scratches and slight surface damage may occur, which are unavoidable due to the production process. These constitute no defects, provided that they do not affect the functionality of the component.
  - Warranty claims shall be limited to either remediation of defects or substitute delivery at WELTE's discretion. Before starting further processing or installation, WELTE shall be given the opportunity to sort out and to remedy any defects or to provide subsequent and substitute delivery. If, despite quality control, the defect is only detected after installation, WELTE is only obliged to provide substitute deliveries.
  - Any further claims of the customer, in particular any form of compensation claims, in particular for consequential damage caused by defects, shall be excluded with the exception of personal injury, insofar as WELTE has acted with gross negligence. In particular, WELTE shall not be liable for any damage that does not affect the delivery item itself.
  - In particular, WELTE shall not be liable for lost profits or other financial loss sustained by the customer. This limitation of liability shall not apply if the damage is caused by wilful intent, gross negligence or fraudulent conduct. Any corresponding claims for compensation shall expire one year after handover of the goods. The prerequisite for all warranty claims of the customer is that the customer makes all reasonable efforts to remedy the defects, in particular by documented notification of the defect immediately after detection. In assessing the reasonability of repair periods, the difficulties encountered by WELTE with regard to the delivery capability of its suppliers shall be taken into account.
  - WELTE is entitled to refuse to repair the defect until the customer pays a portion of the total purchase price that is reasonable in view of the existing defect, in particular the purchase price for defect-free parts. If the customer notifies WELTE of a defect which does not constitute a defect or is attributable to the customer himself, the customer shall be liable to WELTE for the resulting costs, insofar as he has acted with gross negligence.
  - The warranty shall expire in its entirety if WELTE's products are not used for the intended purpose or are used in unusual operating conditions and/or spare parts other than WELTE parts are used, in the event of improper maintenance, in particular in the event of noncompliance with maintenance instructions or improper handling or incorrect use or installation of the goods in any other way.
  - The warranty and the liability shall also expire if WELTE's products are processed or modified. In this case, the burden of proof that the defect or damage has not been caused by the processing or modification lies with the customer.
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- The cure is deemed to have failed after two unsuccessful attempts to effect cure. The right to withdraw from the contract shall be excluded if only a minor defect is present

## **§ 11 Liability**

1. WELTE shall be liable for any damage arising from injury to life, limb or health caused by wilful intent, gross and slight negligence of its legal representatives and/or performing agents. For any other damage arising from contractual or non-contractual breach of obligations, WELTE shall only be liable in cases of gross negligence and wilful intent on the part of its legal representatives and/or performing and vicarious agents, unless essential or material contractual obligations are breached. In the event of a breach of essential or material contractual obligations, WELTE shall also be liable in the event of slight negligence, however only for the damage foreseeable upon conclusion of the contract. Consequential damage caused by defects shall be governed by Sec. 9 of these GTC.

2. WELTE shall not be liable for any information or advice provided, unless this expressly constitutes an integral part of the contract. As a rule, provision of information and advice in connection with the processing of an order does not constitute an essential contractual obligation, which is why the liability is limited to gross negligence and foreseeable damage. Should WELTE be liable in accordance with the foregoing paragraphs, the liability shall be limited to the claims covered by WELTE's liability insurance. This shall also apply to compensation claims referred to in Sec. 9 of these GTC.

3. Any exclusions from liability in accordance with these General Terms and Conditions shall not apply to claims under the Product Liability Act.

## **§ 12 Confidentiality and copyrights**

1. The customer is obliged to keep strictly confidential all protectable know-how and other protectable corporate and product information obtained in the course of the business relationship.

2. Any protected documents, items and other information provided or transferred in the course of the business relationship are protected by copyright. All copyrights are held by WELTE.

3. WELTE's customers undertake to keep the protected documents, items and other information strictly confidential, to neither copy them nor reproduce, transfer or distribute them and to neither reconstruct them nor otherwise make them available and/or disclose them to third parties without WELTE's written consent.

4. Any use of the protected documents, items and other information outside the contract and without WELTE's consent is prohibited as well. The protected items may only be made available to those persons for whom access to the said documents is absolutely necessary within the scope of the contractual purpose and within the scope of the collaboration.

5. Furthermore, the customer is obliged to keep confidential other information that is identified as confidential or is apparently confidential and to only use such information within the scope of the contractual purpose. This obligation shall continue to apply after termination of the business relationship.

6. All samples, drawings and other documents made available by WELTE the transfer of which bears no direct relation to the contractual purpose shall also remain WELTE's physical property.

7. Where new developments are made, all rights to the development results are held by WELTE.

8. Where the customer is involved in the development of results, either in collaboration with WELTE or by way of any other contribution, and any copyrights and/or joint copyrights of the customer or any other industrial property rights, including any joint ownership, arise in that process, the customer shall grant to WELTE – as far as permitted by law – the exclusive, transferable and sublicensable right to use these development results, covering all types of use and unlimited in respect of time, place and content.



9. This right shall also include, in particular, the right of adaptation, transformation, processing, reproduction and exhibition.

10. This regulation shall apply in particular to all documentation of the development results, including files, all forms of drawings and other know-how.

11. Furthermore, WELTE is solely authorised to file applications for patents, utility models, industrial designs and trademarks in respect of the development results in Germany and abroad.

### **§ 13 Data protection**

1. WELTE observes the data protection regulations and only collects, processes and uses the data of its customers to the extent permitted or required by law or by another statutory provision. By placing an order, you agree to WELTE using your data for the purpose of performing or terminating the contract or, if applicable, order processing by subcontractors.

The text of the contract is stored by us; you can access it upon request.

2. Before delivery on account, WELTE is entitled to obtain information on the customer's creditworthiness from relevant credit rating databases. The customer expressly consents to this procedure.

### **§ 14 Termination**

Upon termination of the business relationship, the customer is obliged to return all items, documents and other property the customer received from WELTE in connection with the performance of the contract. This shall apply in particular to any samples, drawings, plans and other documents provided. Upon termination of the contract, all rights of use to the above-mentioned documents and other works protected by copyright granted by WELTE in connection with the contract shall expire as well.

### **§ 15 Auditing**

Insofar as WELTE is obliged to carry out audits and/or provide information, the limit is always where WELTE specific know-how and/or internal company data are concerned.

### **§ 16 Spare parts delivery**

WELTE is obliged to deliver spare parts, but only to the extent that WELTE is able to do so and only on customary market terms.

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**Part B: Special conditions for maintenance and repair**

**§ 1 Protection of know-how and quality assurance**

If products are brought to WELTE for repair, WELTE will first prepare a cost estimate. The necessary repair work will only be carried out once the customer places a written order in response to the cost estimate. After receipt of the cost estimate, the customer is entitled to order a new WELTE® product instead of placing a repair order. In this case, the products requiring repair will only be returned at the customer's express request and expense. If no repair order or return request is received from the customer within 4 weeks of submission of the cost estimate, the customer implicitly declares that he wishes to give up ownership of the product requiring repair. In this case, WELTE is entitled to dispose of the product requiring repair without being liable for compensation.

**§ 2 Cost estimates and conditions of repair**

The services rendered for the submission of a cost estimate as well as any further expenditure incurred and to be verified (troubleshooting time = working time) will be charged to the customer if a repair order is not placed for reasons not attributable to us or if the repair order placed is cancelled by the customer without any grounds for termination attributable to us.

If no repair order is placed or the repair cannot be carried out, the item to be repaired only needs to be restored to its original condition upon express request of the customer and only against reimbursement of the costs, unless the measures taken by us were not necessary to identify the fault.

The anticipated repair price indicated in the cost estimate is non-binding, unless a binding price has been expressly agreed in writing. If the repair cannot be carried out at the price indicated in the cost estimate or if we deem it necessary to carry out additional work during the repair, the customer's consent shall be obtained if the repair price indicated in the cost estimate is exceeded by more than 15%.

If the repair is carried out outside our workshop, the customer shall, where necessary, assist our repair staff in carrying out the repair at his own expense. The customer is obliged to provide technical assistance at his own expense, including the following:

- a) Provision of the necessary appropriate assistant staff in the number required for the repair and for the required period of time. The assistant staff are required to follow the instructions given by the repair manager. We accept no liability for the assistant staff. If the assistant staff have caused any defects or damage due to the instructions given by the repair manager, the regulations set forth in Sec. 8 shall apply.
- b) Provision of the necessary equipment and heavy tools as well as the necessary articles and materials.
- c) Provision of heating, lighting, operating power, water, including the necessary connections.
- d) Provision of necessary dry and lockable rooms for storing the tools of the repair staff.
- e) Protection of the repair site and materials against all kinds of harmful influences, cleaning of the repair site.
- f) Provision of appropriate thief-proof common rooms and working rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the repair staff.
- g) Provision of materials and undertaking of all other actions that are necessary for adjusting the item to be repaired and conducting a contractually agreed test.

The technical assistance must guarantee that the repair can be started without delay after arrival of the repair staff and can be carried out without delay up to acceptance by the customer. Where particular plans and instructions are needed from us, we will make them available to the customer in good time.

If the customer fails to meet his obligations, we are entitled, but not obliged, to undertake the actions in place of the customer and at his expense after setting a deadline. Apart from that, our statutory rights shall remain unaffected.

If a repair order is placed, we are entitled to demand reasonable advance payment.

As regards the accessories and spare parts used by us during the repair, the retention of title pursuant to Sec. 9 shall apply.

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The security right pursuant to Sec. 647 BGB can also be asserted due to claims arising from work, spare parts deliveries and other services carried out earlier, provided that they relate to the item to be repaired.

## **Part C: General provisions**

### **§ 1 Place of jurisdiction and place of performance**

This contract shall be governed by non-uniform German law, specifically the German Civil Code (BGB) and the German Commercial Code (HGB), without giving effect to the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (CISG). If it comes to mandatory consumer protection rights, the law of the member state in which the customer has his habitual residence shall apply.

If you are an entrepreneur within the meaning of Sec. 14 BGB (German Civil Code), the place of jurisdiction for legal disputes arising from the contractual relationship shall be Neu-Ulm.

For all customers in non-German speaking countries, technical documentation, descriptions etc. are available in English.

If the customer has no place of residence in Germany or has relocated his place of residence abroad after conclusion of the contract or if his place of residence or habitual abode is not known at the time the action is filed, the place of performance and the place of jurisdiction shall be, at WELTE's option, either WELTE's or the customer's headquarters.

Should any provisions of these General Terms and Conditions be found invalid, the validity of the remaining provisions shall not be affected.

The invalid provision shall be replaced by a regulation that most closely approximates the purpose pursued with the invalid provision.

## **Part D: Consumer conciliation**

### **§ 1 Consumer conciliation**

#### **Consumer conciliation and out-of-court dispute resolution**

WELTE is not willing to participate in dispute resolution procedures before a consumer conciliation body in accordance with the Act on Alternative Dispute Resolution in Consumer Matters (VSBG).

The European Union has set up an online platform for the out-of-court resolution of consumer disputes. The online platform is to serve as a point of contact for out-of-court resolution of disputes concerning contractual obligations arising from online purchase contracts. The platform can be found at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>