

GENERAL TERMS AND CONDITIONS (GTC) WELTE GmbH
Update: Oktober 2025

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1. General information and scope of application

1.1 For all business relationships between

Welte GmbH
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(hereinafter referred to as 'Welte GmbH')

and business customers (hereinafter also referred to as 'customers') for the delivery of goods, the following General Terms and Conditions (hereinafter referred to as 'GTC') in the version valid at the time of the order shall apply exclusively.

1.2. Deviating terms and conditions of the customers shall not be recognised unless Welte GmbH expressly agrees to their validity in writing.

1.3. These terms and conditions are intended exclusively for commercial customers (entrepreneurs/traders, etc.) within the meaning of Section 14 of the German Civil Code (BGB) and public-law institutions. Welte GmbH may therefore require customers to provide sufficient proof of their entrepreneurial status prior to conclusion of the contract, e.g. by providing their VAT ID number or other suitable evidence. The data required for verification must be provided by the customer in full and truthfully.

2. Subject matter of the contract

2.1. The services provided by Welte GmbH are described in detail on the website <https://weltenet.de> and in the individual agreements with customers.

2.2. Welte GmbH shall deliver to customers the goods that have been separately agreed in the individual agreements with the respective customer.

2.3. Any deadlines and targets set by customers are generally not binding for Welte GmbH, unless Welte GmbH has given the customer a written assurance to this effect.

3. Conclusion of the contract

3.1. The presentation of the goods offered on the Welte GmbH website does not constitute a legally binding offer, but only an invitation to submit an enquiry. Welte GmbH may reject offers at its own discretion. If the enquiry is to be regarded as an offer in accordance with § 145 BGB (German Civil Code), Welte GmbH may accept this offer within two weeks.

3.2. A contract is therefore concluded when customers submit an enquiry to Welte GmbH as an offer to sell and deliver goods. If Welte GmbH accepts this offer, customers will receive an invoice by email with a simultaneous declaration of acceptance of the offer (order confirmation).

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3.3. The language provided for the conclusion of the contract is exclusively German. Translations into other languages are for information purposes only. In the event of contradictions between the German text and the translation, the German text shall take precedence.

4. Prices

4.1. The prices specified in the individual agreements with the customers shall apply. In addition, the current prices of Welte GmbH shall apply.

4.2. All prices are net prices and do not include the currently applicable value added tax.

4.3. Unless otherwise agreed, the purchase price is payable without deduction upon receipt of the goods. Payment for the goods can be made by bank transfer or via the payment service providers specified by Welte GmbH.

4.4. Welte GmbH reserves the right to change prices accordingly if, after conclusion of the contract with an agreed delivery time of more than four months, there are increases or decreases in costs.

5. Default of payment

5.1 If customers are in default of payment, Welte GmbH is entitled to charge interest at a rate of 9% above the respective base rate from the due date. Welte GmbH reserves the right to prove higher damages.

5.2. Welte GmbH reserves the right to deliver further goods only if all outstanding claims and all other costs have been settled by the customer.

6. Delivery and delivery conditions

6.1. Welte GmbH delivers the goods in accordance with the agreements made with the customers. Any freight/shipping costs incurred are listed in the product description and are shown separately on the invoice.

6.2 Delivery is carriage forward. For deliveries within Germany via UPS Standard, a flat shipping fee of €9.50 per package applies, depending on weight. For other deliveries, freight/shipping costs are calculated on a time and material basis. Welte GmbH reserves the right to choose the most favourable shipping method in each case. Welte GmbH will inform the customer of the applicable costs before the contract is concluded.

6.3. The goods shall be delivered to the delivery addresses specified by the customer. Information about delivery times is always non-binding, unless, in exceptional cases, a delivery date has been bindingly confirmed by Welte GmbH. Partial deliveries are permissible, provided they are reasonable for the customer.

6.4. If the goods are shipped to the customer at their request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer.

6.5. At the customer's request, the delivery of the goods shall be insured in their name and at their expense.

6.6. If there is a delay in delivery for which Welte GmbH is responsible, the grace period to be set by the customer shall be two weeks.

6.7. Customers bear the risk of accidental loss or accidental deterioration when returning goods, unless the goods being returned are defective. Customers will only be reimbursed for freight/shipping costs if they are returning goods that are justified as defective.

7. Retention of title

7.1 The delivered goods subject to retention of title remain the property of Welte GmbH until all claims from individual contracts have been paid in full by the customer.

7.2. This also applies to all future deliveries of goods, even if Welte GmbH does not expressly refer to this. Welte GmbH is entitled to reclaim the goods if the customer acts in breach of contract.

7.3. Customers are obliged to treat the goods subject to retention of title with care. If maintenance and inspection work is necessary, customers must carry this out regularly at their own expense.

7.4. Customers may not pledge the goods subject to retention of title or assign them as security.

7.5. Customers are also obliged to notify Welte GmbH immediately in writing if the delivered goods subject to retention of title are seized or otherwise subject to thirdparty intervention. If the third party is unable to reimburse Welte GmbH for

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the judicial and extrajudicial costs of a lawsuit in accordance with § 771 ZPO (German Code of Civil Procedure), the customers shall be liable for the loss incurred by Welte GmbH.

7.6. Customers are entitled to resell the goods subject to retention of title in the ordinary course of business. In this case, however, the customers hereby assign to Welte GmbH all claims arising from such resale of the goods subject to retention of title, regardless of whether this takes place before or after any processing of the goods delivered under retention of title, in the amount of the respective invoice value including VAT. Welte GmbH accepts these assignments. Notwithstanding these assignments and the authority of Welte GmbH to collect the claim itself, the customers remain entitled to collect the claim. However, Welte GmbH will not collect the claim itself as long as and to the extent that the customers meet their payment obligations, no application for the opening of insolvency or similar proceedings has been filed against their assets and there is no suspension of payments. Welte GmbH undertakes to release the securities to which it is entitled at the customer's request and at its own discretion, insofar as the aforementioned securities exceed the claims to be secured by more than 20%.

8. Liability for material defects and defects of title

8.1 If the delivered goods are defective, customers are entitled, within the scope of the statutory provisions, to demand subsequent performance in the form of rectification of the defect or delivery of a defectfree item. Welte GmbH shall be entitled to choose the type of subsequent performance. If the subsequent performance fails, customers shall be entitled to reduce the purchase price or, if the legal requirements are met, to withdraw from the contract.

8.2 No-fault liability for damages for defects that already existed at the time of conclusion of the contract is excluded.

8.3. Liability for defects/warranty is subject to the customer duly fulfilling all obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB).

8.4. In accordance with these obligations, customers shall inspect the goods, including the documentation, immediately upon delivery, in particular with regard to completeness and functionality. Any defects found in the course of this inspection must be reported to Welte GmbH in writing without delay, at the latest within 14 days of receipt of the goods. The notice of defects must contain as detailed and specific a description of the defects as possible. The identifiable defects must therefore be reported in writing, stating the invoice numbers, product names, dimensions, batch numbers, material quantities and descriptions of the defects.

8.5. Defects that could not be detected during the proper inspection described above must be reported in writing immediately after discovery. This notice of defects must also contain as detailed and specific a description of the defects as possible.

8.6. Customers shall also support Welte GmbH in identifying and rectifying defects and shall immediately grant access to the documents from which the detailed circumstances of the occurrence of the defect can be ascertained.

8.7. The customer bears the full burden of proof for all claim requirements, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notification of defects.

8.8. Customary tolerances with regard to dimensions, quantity, weight, quality, colour, etc. do not justify complaints. Only the manufacturer's product description shall be deemed to have been agreed as the quality of the goods. Public statements, promotions or advertising by the manufacturer do not constitute a contractual description of the quality of the goods.

8.9. The limitation period for warranty claims relating to the delivered goods is twelve months from receipt of the goods, except in the case of claims for damages.

8.10. The above provisions do not apply to used goods. Used goods are sold by Welte GmbH to the exclusion of any warranty.

9. General liability

9.1. Welte GmbH shall be liable without limitation in cases of intent or gross negligence, for injury to life, limb or health, and in accordance with the provisions of the Product Liability Act.

9.2. Welte GmbH shall only be liable for slight negligence in the event of a breach of a material contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely. In this case, liability shall be limited to the amount of damage that was foreseeable and typical for the type of contract.

9.3. Insofar as the liability of Welte GmbH is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

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9.4. Insofar as Welte GmbH has given a guarantee of quality and/or durability with regard to the goods or parts thereof, Welte GmbH shall be liable within the scope of this guarantee.

10. Confidentiality

10.1. The German Trade Secrets Act shall apply.

10.2. The documents, knowledge and experience provided to the other contracting party may only be used for the purposes of the concluded contract and may not be made accessible to third parties, unless they are intended to be made accessible to third parties or are already known to the third party. Third parties do not include auxiliary persons involved in the execution of the contractual relationship, such as freelancers, subcontractors, etc.

10.3. Furthermore, the contracting parties agree to maintain confidentiality regarding the content of the contract and the knowledge gained during its execution.

10.4. The confidentiality obligation shall remain in force even after the termination of the contractual relationship.

11. Assignment, right of retention and offsetting

11.1 The assignment of claims that are not monetary claims is only permitted with the prior written consent of the other contracting party. Consent may not be unreasonably withheld.

11.2 A right of retention may only be asserted on the basis of counterclaims arising from the respective contractual relationship.

11.3 The contracting parties may only offset claims that have been legally established or are undisputed.

12. Applicable law, place of performance, place of jurisdiction

12.1. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.

12.2. The place of performance for all obligations arising from and on the basis of contracts concluded on the basis of these General Terms and Conditions and the exclusive place of jurisdiction for all disputes shall be the registered office of Welte GmbH, Freiburg im Breisgau. However, Welte GmbH is also entitled to bring legal action at the customer's general place of jurisdiction.

13. Final provisions

13.1 Should individual provisions of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The parties agree in advance that in such a case, the invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in the agreement.

13.2. Amendments and additions to these General Terms and Conditions and the individual agreements must be made in writing. This formal requirement may only be waived by written agreement of the parties.

13.3. If the contracting parties have concluded the contract in a German and an English version, the German version shall be solely authoritative for the legal effects between the parties.

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