

General Terms and Conditions (GTC) of Weltron Elektronik GmbH for the sale and delivery of goods to business companies | Version 01.10.2022

1. The General Terms and Conditions (GTC) of Weltron Elektronik GmbH, Sommerauer Straße 11, DE- 91555 Feuchtwangen, hereinafter called „seller“, shall apply in their current version to all business transactions. The GTC are displayed on our webpage www.weltron.de and available for download in our online shop „Weltroniker“ www.weltroniker.de. Upon request, we will send you the current version by mail. Seller’s GTC shall apply to both written orders and direct online orders placed via our online shop „Weltroniker“.
2. Seller’s acceptance of an order by means of order confirmation to the buyer shall not automatically imply acceptance of buyer’s GTC. Buyer’s GTC in general, individual parts thereof or miscellaneous special agreements including deviating terms of delivery and payment shall not be valid unless seller has explicitly agreed to their validity, named them in detail and confirmed them in written form.
3. Seller therefore rejects buyer’s GTC, no matter whether buyer has transmitted them together with his order or has made reference to them in his order sheet as the general terms and conditions of purchase and delivery.
4. Seller’s sending of an order confirmation to the buyer serves as a means to acknowledge and reproduce the content of the order. It shall, however, not be associated with the acceptance of buyer’s GTC:
5. In case of mutual non-acceptance of the other party’s GTC, the legal regulations shall apply in their current version.

Selection of Products

6. The selection of products shall be the responsibility of the buyer based on the information given in his order. An exact description of the article using the manufacturer code should preferably be given in the order. Whenever various manufacturer codes are approved, seller shall select one of them at his own discretion unless addition information such as buyer’s material number give an obvious indication which article buyer requests specifically.
7. In case such information is missing in the order or only a general description is given in form of an index which describes the basic specifications of the article, seller shall select a suitable part at his own discretion.

- Seller shall not be held responsible and shall not be blamed in case incorrect or missing technical details on the order sheet will cause malfunction in buyer's circuit.

Buyer's obligation to cooperate by checking each order confirmation

- Buyer shall check and control each order confirmation in order to avoid or uncover misunderstandings, mistakes or errors in the matter. This also includes the clarification of the agreed terms of delivery and payment. Seller considers the checking and controlling of each order confirmation by the buyer an absolute necessity and a crucial part of our GTC.
- Costs of any kind that can be proven to have arisen from the buyer's failure to check and control an order confirmations shall not be charged to seller solely. The buyer shall therefore be obliged to check and control each order confirmation carefully.
- Order confirmations will be sent to an email address which buyer has confirmed and seller has saved. The email is considered as duly delivered unless an error warning is received in return, e.g. email address not known.

REACH and RoHS confirmation

- We act as a dealer to the buyer and can therefore not provide any legally binding confirmation on these topics on our own behalf. Of course, we will comply with our obligation to provide information.
- Based on the information collected from the manufacturer or from sub-suppliers, we will indicate the RoHS and Reach status of each item on our order confirmations and delivery documents.
- Weltron shall not be held responsible for the correctness of this information. The provided information is based on the information received from the respective manufacturers and is forwarded to buyer in good faith. Liability for incorrect information from the manufacturer provided by us as the seller shall therefore be excluded. We shall therefore only be liable within the framework of the legal requirements according to the product liability law "Produkthaftungsgesetz (ProdHaftG)".

15. The confirmations refer to the indicated laws and regulations in the indicated version, based on the latest information provided by the manufacturer. Beyond that, we cannot make any further confirmations. Thus, confirmations of a later version are not possible and any such requests are void.
16. General claims such as "supplier always confirms compliance with the latest version" are not feasible and impractical. Any such claims shall be considered invalid if they are stated in buyer's general terms and conditions only, and if those contain demands for guarantees or confirmations which manufacturer has not made correspondingly. Compliance must also not be taken for granted even if order has been confirmed by seller by default through a written order confirmation.
17. The sending of an order confirmation to the customer shall therefore not imply that seller agrees to or accepts buyer's general terms and conditions.
18. Due to the large number of items, it is possible that some items have not yet been classified with regard to their RoHS or REACH status. In such a case, item is marked 'unclassified'. It is buyer's own and sole decision whether to use the item in his application or not.
19. For 'unclassified' items, no after-sale confirmations are possible either. We herewith reject any requests for such belated confirmations.
20. With our order confirmations, we already comply with the duty according to REACH directive Article 33 to communicate information on articles containing a substance meeting the criteria in Article 57 and identified in accordance with Article 59 paragraph 1 in a concentration above 0.1 % weight by weight (w/w). If an article contains one or more substances of very high concern (SVHC) identified by the European Chemicals Agency (ECHA) in a concentration above 0.1% w/w, the article will be marked with the status 'affected' and the substances that exceed the threshold will be named and identified with CAS number.
21. In case buyer asks for a cancellation based on the fact that a confirmed item contains substances that have been declared to be SVHC substances, cancellation will only be accepted upon request and within two working days after we have sent our order confirmation. Return shipments for the same reason shall not be acceptable. Together with the shipment, we will provide REACH information as appendix and part of the packing list.

Inspection of Incoming Goods

22. The inspection of incoming goods on part of buyer is essential and indispensable, despite utmost care on the part of seller. We expressly refer to buyer's obligation to check incoming goods in accordance with § 377 HGB. Waiver clauses in buyer's general terms and conditions regarding the inspection of incoming goods shall be ineffective. This also applies to the forwarding of costs or the transmission of liability from buyer to seller. Any references to corresponding clauses in buyer's general terms and conditions are therefore excluded.

Liability according to the Product Liability Act

23. Liability for the usage of incorrect or defective parts and consequential costs exists within the scope of statutory product liability. Liability is secured to a sufficient extent through an appropriate insurance. However, seller rejects any liability for incorrect information provided by the manufacturer. We are therefore only liable within the legal framework according to the product liability act "ProdHaftG".

Delivery and Payment Terms, Invoicing and Shipment

24. Our prices are ex works plus value added tax at its statutory current rate. Unless otherwise agreed, shipping term is ex works and shipping costs shall be borne by buyer. Applicable terms and conditions will be specified on order confirmation and invoice. Unauthorized deduction of freight costs or illicit discount is not permitted and missing amount will be claimed.

25. Return shipments as result of a complaint can generally not be offset against open payments as long as the complaint has not been clarified and settled. Offsetting is only possible if buyer has received a credit note from seller.

Conditional Sale

26. Delivered goods remain our property until the purchase price has been fully paid. In the meantime, retention of title by the seller shall be considered agreed. Buyer is not allowed to pledge, transfer or re-assign the goods.

27. Resale is only permitted if the goods have been mounted and have thus become part of buyer's application. In case of resale or further processing, buyer shall hereby assign all claims from the resale to us, up to the full amount of our claim.
28. If buyer is about to be subject to seizure, confiscation or other enactments, buyer is obliged to point out our retention of title and to inform us immediately.

Price Adjustment, Delivery Times, Postponements, Delays, Withdrawal from the Contract

29. The dates and prices stated in our offers and order confirmations are based on the current information provided by our suppliers at the time the order was placed.
30. In case buyer has received our order confirmation and the deviating delivery time does not meet his expectations, he is obliged to inform us no later than three working days or 72 hours after reception of the confirmation. Buyer shall confirm whether the order should be maintained or canceled. If we do not receive any such notification, the order shall be considered as binding.
31. Liability is excluded for delivery delays for which we are not responsible. In case we are responsible, the statutory provisions shall apply.
32. In case we cannot offer a replacement, buyer has no legal claim to oblige us to deliver or to bear buyer's additional costs that might result from an alternative purchase.
33. This shall also apply to any costs that might result from production downtimes or lost output and to any costs buyer's customers might have passed on.
34. Apart from that, buyer can only withdraw from order within the framework of the statutory provisions. The above regulations shall not cause a change in the burden of proof to buyer's disadvantage.
35. In case seller confirms a new delivery date, it shall be deemed accepted unless buyer sends a contrary notification within 72 hours after confirmation has been sent.

For all issues not listed in this document and relating to a B2B purchase contract, the relevant laws shall apply in their current version.

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