

General Terms and Conditions (GTC) of Weatherdock AG

Status: 1 May 2025

I. Scope of application, contractual basis

- 1). These General Terms and Conditions (GTC) apply to all contracts, deliveries and other services between Weatherdock AG, Emmericher Str. 17, 90411 Nuremberg (hereinafter referred to as "Supplier") and its customers (consumers and entrepreneurs, hereinafter referred to as "Purchaser"), unless expressly agreed otherwise.
- 2). A consumer within the meaning of these GTC is any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business or profession (Section 13 BGB). An entrepreneur is a natural or legal person or a partnership with legal capacity who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession (Section 14 BGB).
- 3). Deviating, conflicting or supplementary General Terms and Conditions of the Purchaser shall only become part of the contract if and to the extent that the Supplier has expressly agreed to their validity in writing. Written in the sense of these GTC also includes the text form (e.g., e-mail), unless expressly regulated otherwise.

II. Conclusion of contract

- 1). The presentation of the products in the online shop or catalogue does not constitute a legally binding offer, but rather an invitation to place an order.
- 2). The contract is concluded by acceptance of the order by written order confirmation or by delivery of the goods.
- 3). The Purchaser is bound to their order for 14 days, unless otherwise agreed.
- 4). The ordering process in the online shop comprises the following steps: product selection, adding to the shopping basket, entering the customer and delivery details, selecting the payment method, checking and correcting all details, binding submission of the order by clicking the "Order with obligation to pay" button. The Purchaser can correct their entries using the usual keyboard and mouse functions before submitting the binding order.
- 5). Information on products and services (such as illustrations, colors, weights, dimensions and technical data) as well as representations thereof are only approximate, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or labeling of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose.

III. Right of cancellation for consumers

Consumers have a statutory right of cancellation. The cancellation policy is provided separately as part of the ordering process.

IV. Prices, terms of payment

- 1). The prices quoted are inclusive of VAT for consumers and exclusive of VAT for entrepreneurs. Shipping costs are shown separately.
- 2). Payments are to be made in advance without deduction, unless otherwise agreed.
- 3). The Purchaser shall only be entitled to set-off if its counterclaims have been legally established, are undisputed or have been recognized by the Supplier.
- 4). The following payment methods are accepted: Bank transfer, credit card (VISA, Mastercard) and PayPal. If advance payment is selected, the Supplier shall provide the Purchaser with its bank details in the order confirmation. The purchase price is to be transferred to the Supplier's account immediately after receipt of the order confirmation, unless otherwise agreed.
- 5). In the case of payments from abroad, the Purchaser shall bear all bank charges, exchange rate differences or other transaction costs incurred.
- 6). In the event of default in payment, the Supplier shall be entitled to demand default interest in the amount of 5 percentage points above the base interest rate for consumers and 9 percentage points above the base interest rate for entrepreneurs. The assertion of higher damages caused by default remains reserved.

V. Delivery, delivery time, transfer of risk

- 1). Delivery dates are non-binding unless they have been expressly designated as binding in writing.
- 2). In the case of consumers, the risk is transferred to the consumer when the goods are handed over. In the case of entrepreneurs, the risk is transferred upon handover to the transport company.
- 3). Partial deliveries are permissible insofar as they are reasonable for the Purchaser.
- 4). The Supplier delivers exclusively to addresses within the European Union as well as to Switzerland, Norway and the United Kingdom. Deliveries to other countries are only possible after prior agreement and written confirmation by the Supplier. Written in the sense of these GTC also includes text form (e.g., e-mail), unless expressly agreed otherwise.
- 5). For deliveries to countries outside the European Union, the Purchaser is responsible for all customs fees, import duties and taxes incurred. The Supplier accepts no liability for delays or additional costs incurred due to customs procedures.
- 6). The Supplier reserves the right to adjust prices in the event of significant cost increases (e.g. raw materials, energy, statutory levies). The Purchaser shall be informed of price adjustments in writing at least four weeks before they come into effect and shall have the right to cancel the contract free of charge within two weeks of receipt of the notification.
- 7). The Supplier's obligation to deliver is subject to correct and timely self-delivery, unless the Supplier is responsible for the incorrect or delayed self-delivery. The Supplier shall immediately inform the Purchaser of the non-availability of the delivery item and, in the event of cancellation, shall immediately refund the corresponding consideration to the Purchaser.

VI. Retention of title

- 1). The goods shall remain the property of the Supplier until the purchase price has been paid in full. The extended and prolonged retention of title shall apply to entrepreneurs.
- 2). In the event of behavior contrary to the contract on the part of the Purchaser, in particular in the event of default in payment, the Supplier shall be entitled to take back the goods after setting a reasonable deadline. The taking back of the goods by the Supplier shall constitute a cancellation of the contract.

VII. Liability for defects (warranty)

- 1). The statutory warranty rights apply. The warranty period for entrepreneurs is 12 months from the transfer of risk.
- 2). In the event of a warranty claim, the Supplier may choose between repair or replacement.
- 3). Entrepreneurs must report obvious defects in writing within a period of two weeks from receipt of the goods; otherwise the assertion of the warranty claim is excluded. Timely dispatch of the notification of defects shall suffice to meet the deadline. The entrepreneur shall bear 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 in accordance with § 377 HGB.
- 4). Consumers are requested to complain to the deliverer about delivered goods with obvious transport damage and to inform the Supplier of this. Failure to notify the Supplier has no effect on the consumer's statutory warranty rights.

VIII. Liability

- 1). The Supplier shall be liable without limitation for intent and gross negligence as well as for injury to life, limb or health.
- 2). In the event of slight negligence, the Supplier shall only be liable for breach of essential contractual obligations (cardinal obligations) and limited to the foreseeable damage typical for the contract.
- 3). Liability under the Product Liability Act remains unaffected.

IX. Statute of limitations

- 1). The limitation period shall be governed by the statutory provisions. In deviation from this, the periods regulated in Section VII shall apply to entrepreneurs.

X. Force majeure

- 1). The Supplier shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining the necessary official permits, official measures, pandemics or epidemics or the failure of suppliers to deliver or to deliver correctly or on time) for which the Supplier is not responsible.
- 2). If such events make delivery or performance significantly more difficult or impossible for the Supplier and the hindrance is not only of a temporary nature, the Supplier shall be entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or performance periods shall be extended or the delivery or performance dates postponed by the period of the hindrance plus a reasonable start-up period.

XI. Packaging and returns

- 1). The goods shall be packed in accordance with professional and environmentally friendly aspects. The packaging shall only be taken back to the extent that the Supplier is legally obliged to do so.
- 2). In the event of cancellation, the Purchaser shall bear the direct costs of returning the goods, unless the Supplier has agreed to bear these costs.
- 3). The original packaging must be used for the return, if possible. Otherwise, appropriate, impact-resistant packaging must be used to avoid transport damage. The Purchaser must keep proof of the return.
- 4). In the event of cancellation, the goods must be returned unused, in their original packaging and with all accessories. Otherwise, the Supplier reserves the right to demand compensation for damaged or missing parts.
- 5). The Supplier is registered with the responsible foundation Elektro-Altgeräte Register (EAR) in accordance with the Electrical and Electronic Equipment Act (ElektroG) and fulfills its obligations regarding taking back and environmentally friendly disposal of waste.

XII. Copyright and industrial property rights

- 1). All copyrights, trademark rights and other industrial property rights to the goods, software, documentation and other materials provided by the Supplier shall remain with the Supplier or its licensors, unless expressly agreed otherwise.
- 2). The Purchaser shall only receive a simple, non-exclusive and non-transferable right to use the software for the contractually intended purpose. Any use beyond this, in particular reproduction, distribution or making available to the public, is not permitted without the prior written consent of the Supplier.
- 3). Software updates or technical support are only included if this has been expressly agreed in the contract. Otherwise, additional costs may be incurred.
- 4). All images, graphics, videos and other media content used on the website and in product documentation are subject to the copyright of the Supplier or its licensors. The use, reproduction or distribution of this content is not permitted without the express written consent of the Supplier. This also applies to use in social media or on other internet platforms.

XIII. Export control

- 1). The Purchaser is advised that the export of the delivered goods may be subject to the export regulations of the Federal Republic of Germany and the European Union and is not permitted without official authorization. In the event of an intended export, the Purchaser undertakes to obtain the relevant authorizations independently and to comply with the export regulations.
- 2). The Purchaser shall indemnify the Supplier against all claims asserted against the Supplier by third parties due to non-compliance with the above export regulations and undertakes to reimburse the Supplier for all damages and expenses incurred in this connection.

XIV. Data protection

- 1). The Supplier processes the Purchaser's personal data for a specific purpose and in accordance with the statutory provisions. The personal data provided for the purpose of the order (e.g. name, email address, address, payment data) are used by the Supplier to fulfill and process the contract.
- 2). The Purchaser has the right to free information about their stored personal data, its origin and recipient and the purpose of the data processing as well as a right to correction, blocking or deletion of this data at any time.
- 3). Further information on data protection and the processing of your personal data can be found in our privacy policy, which is available at [www.weatherdock.de/datenschutz] or will be sent to you on request.
- 4). By submitting the order, the Purchaser confirms that they have read the privacy policy.

XV. Communication

- 1). The notifications required by the Supplier to the Purchaser for the fulfillment of the contract may be made by e-mail, post or telephone, at the Supplier's discretion.
- 2). The Purchaser shall ensure that the e-mail address provided is correct and that they can receive e-mails at this address. In particular, when using SPAM filters, the Purchaser must ensure that all e-mails sent by the Supplier or by third parties commissioned by the Supplier to process the order can be received.

XVI. Reservation of right of amendment

- 1). The Supplier reserves the right to amend these GTC at any time. The Purchaser shall be notified of any changes in writing in good time, but at least one month before the planned entry into force of the changes. Written form within the meaning of these GTC also includes text form (e.g., e-mail), unless expressly agreed otherwise.
- 2). The Purchaser may object to the changes within one month of receipt of the notification of change. If no objection is made and the Purchaser continues to utilize the services after expiry of the objection period, the changes shall be deemed approved.
- 3). In the event of a change to the GTC, the Purchaser has a special right of cancellation, which is pointed out in the notification of change.

XVII. Place of jurisdiction, applicable law

- 1). The place of jurisdiction for contracts with entrepreneurs is Nuremberg. The statutory provisions apply to consumers.
- 2). German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

XVIII. Alternative dispute resolution (only for consumers)

The EU Commission provides a platform for online dispute resolution that consumers can access at <https://ec.europa.eu/consumers/odr>. The Supplier is not obliged or willing to participate in a dispute resolution procedure before a consumer arbitration board.

XIX. Severability clause

Should individual provisions of these GTC be invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a provision shall be deemed to have been agreed that comes closest to the economic purpose of the invalid provision.

XX. Provider identification

- 1). The full details of the provider in accordance with Section 5 of the German Telemedia Act (TMG) can be found in the legal notice at www.weatherdock.de/impressum. In particular, details of the company, authorized representatives, contact details, commercial register entries and VAT identification number are listed there.
- 2). For questions, complaints and other concerns, please contact customer service using the following contact details: Weatherdock AG, Emmericher Str. 17, 90411 Nuremberg, e-mail: service@weatherdock.de, phone: +49 911 37663830.