

## Acceptance conditions for return of spare parts

December 2022

### 1. Object

- 1.1 The following conditions ("Acceptance conditions for returns") govern the prerequisites and modalities for the return of spare and wear parts outside of the current warranty. They shall be applied as a supplement to the valid version of the Walter Service Conditions and shall be subject to any deviating regulations for returns defined in the basic order.
- 1.2 The details of the deliveries and services due from Walter result from the delivery and service contracts in each case. The scope of deliveries and services defined there shall be binding; a unilateral right of withdrawal at the discretion of customer and the resultant return of correctly delivered spare and wear parts shall be excluded.
- 1.3 These acceptance conditions for return do not govern the prerequisites and modalities for returns in the case of a warranty claim. These are governed conclusively by the relevant provisions of the Walter Service Conditions and the contractual foundations referenced therein.
- 1.4 If Walter insists on the return of defective or exchanged parts in the case of a warranty or goodwill claim, the modalities for returning goods shall, unless otherwise agreed by the parties, apply in accordance with Section 4.3.

### 2 Returns

- 2.1 Delivered spare and wear parts must be checked for completeness, integrity and correctness immediately upon receipt. Wrong deliveries and apparent damage must be notified to the carrier and to Walter without delay.
- 2.2 To perform a service, namely to remedy faults that have not been diagnosed conclusively, Walter may, on a case-to-case- basis and in the interests of the customer, supply more spare and wear parts than are needed to effectively remedy the fault.
- 2.3 Wrongly delivered surplus spare and wear parts, or spare and wear parts that are obsolete in accordance with section 2.2 above will be credited to the customer in full, provided that the customer has informed Walter of the intention to return the goods within 14 days after receipt of the goods and/or after conclusion of the service performance at the latest in writing and in agreement with Section 3, and the returned spare and wear parts are received by Walter within a further 14 days, unopened and in their original packaging. The customer shall bear the risk of accidental destruction and loss.
- 2.4 In the case of opened, damaged or exchanged packaging, Walter reserves the right to charge any costs incurred for checking and sorting, and/or any resulting depreciation, to the customer.

- 3.1 The credit for returns may only be effected if the returns form included in the delivery is completed, signed and included in the return delivery. If the returns form is no longer present, the customer shall be obliged to request a new form from the person responsible at Walter prior to making the return.
- 3.2 Spare and wear parts that are not listed on the returns form will be excluded from the returns and from the credit for returned goods. If such parts are received by Walter nevertheless, these will either be sent back to the sender or disposed of at the customer's expense.
- 3.3 Up to a gross list price of EUR 50.-- per total item value (excl. VAT), the customer account will not be credited.

### 4 Parts in the exchange process

- 4.1 Individual, specially marked and specified, refurbishable parts will be delivered in the exchange process. In this context, the customer will receive a new and/or as good as new part and has the option to return the replaced part.
- 4.2 When replaced parts are returned, a reimbursement credit amounting to 30% will be granted for the replaced part.
- 4.3 Exchanged parts and reclaimed parts from deliveries under warranty must be received at Walter for goods inspection within 30 days after replacement. Otherwise, Walter will reserve the right to charge the customer for missing parts.

### 5 General provisions

- 5.1 Receivables or other claims arising from these acceptance conditions for returns may only be transferred or offset given prior written agreement from Walter.
- 5.2 These acceptance conditions for returns shall be subject to the laws of Germany with the exclusion of international private law and the UN Sales Convention. The legal venue is Stuttgart. Walter shall, nevertheless, be entitled to assert claims at the customer's general place of jurisdiction.

### 3 Processing