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## General Terms and Conditions

### § 1 Applicability of the General Terms and Conditions

- (1) These General Terms and Conditions shall apply to all service relationships between us and customers that are not consumers. Subject to any concrete individual agreement, our actions shall be based solely on these General Terms and Conditions.
- (2) If the customer also uses its own general terms and conditions (general terms and conditions of the customer), the contract shall be concluded only if it is ensured that §§ 2 and 4 of these General Terms and Conditions apply.

If a contract is concluded, the following shall apply:

- (a) §§ 2 and 4 of these General Terms and Conditions
- (b) These General Terms and Conditions and the general terms and conditions of the customer, to the extent that they are in agreement
- (c) Legal regulations in the event that, and to the extent that these General Terms and Conditions and the general terms and conditions of the customer conflict.

### § 2 Conclusion of contract

- (1) Offers or other product presentations submitted by us are not offers in the legal sense.
- (2) An offer in the legal sense shall enter into force when the customer sends us an order (usually in writing). The customer shall be bound to this order for 10 calendar days.
- (3) The contract shall be deemed to be concluded by our accepting the offer (the customer's order) in text form by means of an order confirmation. If our acceptance occurs after the 10-day commitment period according to paragraph (2), the contract shall still be deemed to be concluded if the customer does not object immediately – at the latest within 5 calendar days.
- (4) We shall be entitled to make the contract in our order confirmation dependent on the customer making advance payment. If we make the contract dependent on advance payment only in the order confirmation, the contract shall be deemed to be concluded if the customer does not object immediately – at the latest within 5 calendar days.

### § 3 Delivery

- (1) We shall indicate the anticipated delivery time in the order confirmation; this is done by indicating the corresponding calendar week in which delivery is expected to take place.
- (2) Exceeding the expected delivery time indicated in the order confirmation by up to 4 weeks shall still be deemed to be in accordance with the terms of the contract. This shall not apply if a different binding delivery time has been expressly agreed with the customer in an individual case.



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- (3) If the delivery time is exceeded by 4 weeks, we shall be deemed to be in default only if a reasonable grace period set by the customer has expired.  
If the delivery is delayed due to force majeure, especially interference with transport routes due to extraordinary weather events, acts of war, or terrorist attacks, the delivery time shall be extended by the delay time caused by the aforementioned events.
- (4) Upon delivery, the customer must immediately perform an inspection and report any defects immediately according to § 377 of the German Commercial Code (HGB).
- (5) The delivery or time of delivery shall be determined by the arrival at the destination specified by the customer (if the contract requires us to provide the transport) or by the handover to the carrier or the provision for collection by the carrier (if the contract does not require us to provide the transport).

#### **§ 4 Warranty**

- (1) If products delivered by us are defective, and the defect is reported in good time (§ 3, paragraph 4), warranty rights shall exist according to the following provisions.
- (2) The warranty period is 1 year.
- (3) The customer must give us the opportunity to inspect the products reported immediately in order to convince us of the defectiveness. If the customer does not allow us to perform such an inspection, it shall be excluded from any warranty claims.
- (4) Any defects shall be remedied by us after the customer has notified us appropriately and we have inspected them. At our option, this shall be done by remedying the defect free of charge (rectification) or by providing a replacement.
- (5) If the defect cannot be remedied within a reasonable period of time, or if the rectification or replacement delivery is deemed to have failed for other reasons, the customer shall be entitled to legal rights, in which case any claims for compensation shall be according to § 7 of these General Terms and Conditions.

#### **§ 5 Payment / right of retention**

- (1) If no other agreement has been made and the delivery in the order confirmation has not been made contingent on advance payment, we shall provide an invoice with the delivery.
- (2) Unless a different payment period has been agreed or indicated in the order confirmation, all invoices shall be due and payable within 30 calendar days of receipt of the invoice in text form.
- (3) All invoice amounts must be paid without any deductions (discounts, etc.).
- (4) After the payment period expires, the customer shall be in default without any reminder and shall owe the legal default interest. We reserve the right to claim further damages caused by a default in payment.
- (5) As long as the customer is in arrears with payments of a significant amount, we shall be entitled to withhold all deliveries – also from other orders from the same customer – until the outstanding amounts owed have been paid.



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## **§ 6 Extended retention of title / processing clause**

- (1) We reserve ownership of the products delivered until all claims from the contract have been paid in full.
- (2) As long as ownership has not yet been transferred to the customer, the customer shall be obliged to treat the products with care and to notify us immediately in text form if the products subject to the retention of title are seized or subject to other interventions by third parties. To the extent that the third party is not able to reimburse us the judicial and extrajudicial costs of a suit according to § 771 of the German Code of Civil Procedure, the customer shall be liable for any loss incurred by us.
- (3) The customer shall be entitled to resell the goods subject to the retention of title in the normal course of business. The customer hereby assigns to us any claims against its buyers from the resale of the goods subject to the retention of title in the amount of the final invoice amount agreed with us. This assignment shall apply regardless of whether the products were resold without or after processing. The customer shall remain authorised to collect the amount owed even after the assignment. This shall not affect our right to collect the amount owed ourselves. We shall not, however, collect the amount owed as long as the customer fulfils its payment obligations from the proceeds received, is not in default of payment, and in particular if no application for the initiation of insolvency proceedings has been filed or there is no suspension of payments.
- (4) We pledge to release the securities due to us at the request of the buyer, if their value exceeds the secured amounts owed by more than 20%.

## **§ 7 Limitation of liability**

- (1) Claims by the customer for damages or reimbursement of futile expenses shall be based on the following regulations regardless of the legal nature of the claim.
- (2) We shall be liable without limitation for damages resulting from injury to life, limb, or health that are due to a deliberate or negligent breach of obligation by a legal representative or vicarious agent of ours.
- (3) For the remaining liability claims, we shall be liable without limitation only in the absence of a guaranteed condition as well as for intent and gross negligence on the part of our legal representatives. For the culpability of other vicarious agents, we shall be liable only to the extent of liability for slight negligence according to paragraph 4.
- (4) In the event of slight negligence, we shall be liable only if an obligation that is of special importance for the achievement of the contract purpose (cardinal obligation) is violated. In the event of a violation of a cardinal obligation, liability shall be limited to such damage that typically must be expected within the scope of the contractual services.



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## **§ 10 Choice of law, jurisdiction, text form**

- (1) German law shall apply exclusively to all legal relationships between the parties arising from this contract and on the occasion of its implementation and processing.
- (2) All agreements that contain a change, addition, or ascertainment of these contractual terms or a contract concluded between the parties must be in text form. It shall be sufficient if an agreement not concluded in text form is confirmed by one party to the other in text form and the other party does not object immediately.
- (3) Düren is agreed as the place of jurisdiction for all disputes between the parties arising from this contract and on the occasion of its implementation and processing.