

Extended Retention of Title

1. The goods shall remain the property of the Seller until full payment of all claims arising from the business relationship, including ancillary claims, claims for damages and encashment of checks and bills of exchange.
2. The retention of title shall also remain in force if individual claims of the Seller are included in a current account and the balance is drawn and recognized.
3. If goods subject to retention of title are processed by the Buyer to form a new movable item, the processing shall be carried out for the Seller without creating any obligations for the Seller. The new item shall become the property of the Seller. In the event of processing, mixing or blending with goods not belonging to the Seller, the Seller shall acquire co-ownership of the new item in proportion of the invoice values of its reserved goods to the total value.
4. The Buyer shall only be entitled to resell, process or install goods subject to retention of title under the following provisions and on condition that the claims described in item 6 below are actually transferred to the Seller.
5. The Buyer's right to resell, process or install goods subject to retention of title in the ordinary course of business shall be terminated upon revocation by the Seller as a result of a sustained deterioration of the Buyer's financial position, at the latest, however, in the event of suspension of payments or application for and/or opening of insolvency proceedings against the Buyer's assets.
6.
 - a) The Buyer herewith cedes to the Seller all claims including ancillary rights resulting from the resale of reserved goods, including any balance claims.
 - b) If goods have been processed, mixed or blended and the Seller has acquired co-ownership in the amount of his invoiced values, it shall be entitled to purchase price claims in proportion to the value of its rights in the goods.
 - c) If goods subject to retention of title are installed by the Buyer in a property/building, the Buyer hereby assigns the resulting claim for remuneration or from the resale of the property/building in the amount of the invoice values of the reserved goods with all ancillary rights including a claim for the granting of a security mortgage with priority over the rest.
 - d) If the Buyer has sold the receivable in the framework of real factoring, the Seller's receivable shall immediately become due and the Buyer shall assign the receivable against the factor replacing it to the Seller and shall immediately transfer its sales proceeds to the Seller.

The Seller shall accept this assignment.

7. As long as it meets its payment obligations, the Buyer shall be authorized to collect the

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assigned claims. This authorization shall expire upon revocation, at the latest, however, in the event of default of payment on the Buyer's side or in the event of a substantial deterioration in the financial position of the Buyer. In this case the Seller shall be authorized by the Buyer to inform the customers about the assignment and to collect open claims itself.

Upon the Seller's request, the Buyer shall be obliged to provide the Seller with an accurate list of all claims to which the Buyer is entitled, including the names and addresses of the customers, amount of the individual claims, dates of invoices etc. and to provide the Seller with all information necessary for the assertion of the assigned claims and to permit the verification of such information.

8. If the value of existing securities of the Seller exceeds the total of all its claims by more than 20%, the Seller shall be obliged to release securities of its choice to this extent upon request by the Buyer or a third party adversely affected the Seller's excess security.
9. Pledging or transfer of ownership by way of security of the reserved goods or the assigned claims is not permitted. The Seller shall be notified immediately of any pledges, stating the pledgee.

10. If the Seller takes back the delivered item on the basis of the retention of title, this shall only constitute a withdrawal from the contract if the Seller expressly declares this. The Seller may satisfy its claims by means of private sale of the returned goods subject to retention of title.
11. The Buyer shall store the goods subject to retention of title at no cost for the Seller and shall insure them against common risks such as, e.g., fire, theft and water to the customary extent. The Buyer hereby assigns to the Seller its claims for compensation to which it is entitled from damages of the above-mentioned kind against insurance companies or other parties liable for compensation in the amount of the invoice value of the goods.

The Seller shall accept this assignment.

12. All claims as well as the rights arising from the retention of title to all special forms stipulated in these terms and conditions shall remain in force until full release from contingent liabilities (e.g. liability for bills of exchange) entered into by the Seller in the interest of the Buyer.