

Agreement concerning the application of our rights to retention of title set out below

1. We shall retain title to all goods delivered (conditional commodity) until such time as all claims to which we are entitled within the scope of the business relation, including in particular the respective balance claims, have been fulfilled. This shall also apply for claims arising in future and conditional claims, e.g. accept bills of exchange and also if payments are made against especially marked claims.
2. Processing and treatment of the conditional commodities shall be for us as manufacturer in the sense of § 950 BGB (German Civil Code), without obliging us. The processed and treated goods shall apply as conditional commodity in the sense of no. 1. In the event of processing, joining and mixing of the conditional commodity with other goods by the buyer, we shall be entitled to pro-rata joint ownership to the new item in the ratio of the invoice value of the conditional commodities to the invoice value of the other goods used. Should our ownership expire through joining or mixing, the buyer hereby transfers to us henceforth the ownership rights to the new inventory or item to which he is entitled, in the scope of the invoice value of the conditional commodity and shall keep this for us free of charge. Our joint ownership rights shall apply as conditional commodity in the sense of no. 1.
3. The buyer may only sell the conditional goods in the ordinary course of business, subject to his normal terms and conditions of business and as long as he is not in default and also provided the claims from the onward sale as per nos. 4 to 7 pass to us. He is not entitled to dispose of the conditional commodity in any other way. For his part, the buyer is obliged only to sell the conditional commodity onwards subject to retention of title and to ensure that the claims from any such onward sale transactions can be transferred to us.
4. The claims of the buyer from the onward sale of the conditional commodity are hereby assigned to us henceforth. They shall serve as security in the same scope as the conditional commodity. If goods to which we have joint ownership shares as per no. 2, are sold on, a part corresponding to our joint ownership share shall be assigned to us.
5. If the buyer includes claims from the onward sale of conditional commodities in a current account relation with his customers, he hereby transfers to us henceforth any resulting recognised closing balance in his favour, in the amount that corresponds to the total amount of the claims from the onward sale of the conditional commodity, included in the current account relation.
6. The buyer is entitled to collect claims from the onward sale, unless we revoke the power to collect in the cases indicated in sections 3 and 4. At our request, he is obliged to advise his customers immediately of the assignment to us, unless we do this ourselves, and to provide us with the necessary information and documentation. Under no circumstances is the buyer entitled to make further assignment of the claims; this shall also apply for factoring transactions that the buyer is not authorised to carry out, not even on the basis of our authorisation to collect.

7. The buyer must advise us without delay of any attachment or other impeding by third parties.
8. In the event of the value of the existing collateral exceeding the total value of the secured claims by more than 20 percent, we shall, at the request of the buyer, be obliged to make corresponding release of securities at our discretion.
9. The buyer undertakes to insure the conditional commodities adequately against fire and theft. He hereby assigns to us henceforth his claims from the insurance policies.

We hereby confirm that you are entitled to the rights of retention of title for all current and future claims from deliveries of goods and services in comprehensive form (simple, extended and prolonged retention of title with current account and balance clause) as per your General Terms and Conditions of Sale of which we are aware.

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Place, date

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Stamp, signature