7.5 In the event of improper handling, installation errors, intervention by third parties and defects due to exchange receivable as well as claims from open accounts. If liability is established on our part from a bill of exchange in connection with the payment, the right to retain the title shall not expire due to such claims arising from the bill of exchange in connection with the payment against us.

10. Retention of title

10.1 We reserve the right to retain the title to all goods we deliver until such time as all claims from prior agreements have been paid and in particular also in the event of conversion of the bill of exchange as well as claims from open accounts. If liability is established on our part from a bill of exchange in connection with the payment, the right to retain the title shall not expire due to such claims arising from the bill of exchange in connection with the payment against us.

10.2 Should the customer be in default of payment, or if it becomes noticeable that our payment claims are jeopardized due to an inability of the customer to render payment, we shall be entitled to reclaim the goods on the basis of our retention of title.

10.3 In the event of attachments or other interventions by third parties, the customer shall not be able to notify us without delay. The customer shall bear all expenses which must be incurred in order to reverse the seizure and to recover the delivery object, provided that said expenses are not eligible for collection by the third party.

10.4 The customer shall be entitled, subject to a revocation permissible for good cause, to dispose of the delivery object within the scope of the customer's ordinary course of business. In particular, the delivery object as title collateral and pledging shall not be permitted. The goods subject to the retention of title may only be passed on to the purchaser by the customer if the customer is not in default on its obligations towards us. In the event of attachment of the delivery object, the customer shall immediately notify the third party accordingly in order to collect the assigned claims in a fiduciary capacity. The resale of the claims as part of non-recourse factoring transaction shall require our prior consent. We shall, for good cause, also be entitled to notify the third party debtor of the claim assignment in the name of the customer. The customer's collection authorisation shall expire upon the announcement of the assignment to the third party debtor. In the event that the collection authorisation is revoked, we may demand that the customer identify the assigned claims and the debtors thereof, provide us with all information necessary for collection, surrender to us the corresponding documents and report the assignment to the debtors. In particular, good cause within the meaning of these provisions shall be deemed to be present in a default in payment or in a declaration of bankruptcy. In the event of insolvency proceedings, protest of a bill of exchange or reasonable indications for absolute insolvency of the customer or an imminent liability of the customer to pay.

10.5 The working and processing of the delivery object by the customer or other connected third parties may only occur on our behalf. We shall be considered the manufacturer within the meaning of Section 950 BGB without further obligations. If the delivery object is processed to include other objects not belonging to us, we shall acquire joint ownership of the product of said processing. The processing fee of said processing shall be calculated according to customary rates. If the delivery object is connected to or processed by another delivery object, the personal property of a third party in such a manner that the property of the third party can be deemed as constituting the main item, the customer shall assign to us with immediate effect his right of payment claim against the third party in the amount equal to the partial invoice amount accounted for by the delivery object. The new item resulting from a connection or blending, or the rights of (joint) ownership in the new item, which rights belong to us or are to be transferred to us, as well as the ownership of the new item, shall also be subject to the claims for payment assigned as set forth in the paragraphs above. We shall secure to serve our claims in the same manner as the delivery object itself.

10.7 Unless the retention of title or the assignment of claims should be invalid or unenforceable due to a statutory foreign legal provision or due to security consequences by the customer, the assignment of claims in this scope shall be deemed to have been activated. If the involvement of the customer should subsequently be necessary, the customer shall take all measures as are required to establish and maintain the security.

11. Consulting, project work, planning

Consulting, project work and planning are only by binding on the customer to the extent that they are related to the use of our delivery object and are based on the customer being fully informed of the application purpose and the use within the facility. Should the customer provide drawings, plans, data or other connected information, he shall bear the full responsibility for the accuracy thereof. The customer shall assume sole liability for any defects arising therefrom. The provision under item 8 shall apply to our liability.

12. Ownership and copyright

All offers, documents, drawings, cost estimates and other documents shall remain our property and must be returned on request. A right of retention shall not exist. The documents must not be made available to third parties nor otherwise transferred by the customer. Unauthorized copying and any other protective rights shall belong to us without restriction. In the case of a breach, the customer shall pay compensation.

13. Confidentiality

The confidentiality of all business or technical information made accessible by us to the customer shall be ensured, and unless it can be verified that said information is publicly known, be maintained in the same manner as for all legal disputes pertaining to the establishment and to the validity of said contractual relationship, shall be Pförsheim for both parties in the case where merchants are involved. At our discretion, we may also bring the claim at the customer's principle place of business.

14. Information requirements according to the Consumer Dispute Settlement Act

The Commission is provided by the Dispute Settlement (ODS), which you can find at https://ec.europa.eu/consumers/odr. We are not obligated and not prepared to participate in a dispute settlement procedure before a consumer arbitration board.

15. Place of performance, place of jurisdiction, applicable law

15.1 The place of performance for delivery and payment, as well as for all other obligations under the contract, shall be Pförsheim.

15.2 The place of jurisdiction for all legal disputes arising from the contractual relationship, as well as for all legal disputes pertaining to the establishment and to the validity of said contractual relationship, shall be Pförsheim for both parties in the case where merchants are involved. At our discretion, we may also bring the claim at the customer's principle place of business.

15.3 The contractual relationship is subject to German law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.