V. Reservation of title
1. We reserve the right of ownership in the item to be delivered until payment in full of the purchase price including the charges for any additional services. Moreover, the items delivered to commercial customers shall remain our property until satisfaction of all claims from the respective business association, irrespective of legal reason, including those claims which arise out of any additional services.
2. Any processing of the reserved goods shall be in our name. If our property is installed in goods of third parties we shall become co-owners of the newly created product in relation to the value of the reserved goods to the third party goods also used. The products so created shall also be regarded as our reserved goods.
3. The customer is entitled to sell on reserved goods only in the context of reservation of title. Other disposals, pledges or transfers of ownership by way of security for third parties are not permitted. If third parties have access to the reserved goods the customer shall refer to our ownership and inform us without undue delay.
4. The customer now assigns to us all claims arising from the re-sale of the reserved goods, including ancillary rights in the amount of the value of the reserved goods. As long as the customer satisfies his payment obligations duly he is entitled and obliged to collect the assigned claims. If the customer fails into default we are entitled at any time to revoke the direct debit authorisation and to inform the purchasers of the customer of the assignment as well as to withdraw the reserved goods or, if appropriate, to demand the assignment of the surrender claim of the customer vis-à-vis third parties. At our request the customer shall disclose the assignment and hand us without undue delay the necessary information and documents. In the event of payment default or application for the commencement of insolvency proceedings on the assets of the client we shall be entitled to immediately re-possess the delivered goods. The return of or pledge of the reserved goods to us does not represent rescission of the contract. Any transport or other costs incurred by us by taking back the goods shall be at the expense of the customer.
5. No. 1 to 4 above shall apply in as far as the rights of reservation set out there can be legally grounded in the country in which the customer has its domicile. As an alternative the rights concerning secure possession applicable at the domicile of the customer shall be as agreed in our favour. The customer undertakes to assist us in all measures to ground and maintain our property rights in the goods delivered.

VI. Rights of the customer in the event of defects on delivery.
We guarantee that the goods supplied by us correspond to the agreed condition and, in the event that no such agreement exists - to usual conditions. In the event of faults in the supplied goods we are liable as follows:
1. We undertake to remedy faults in the supplied goods either by improvement or replacement delivery as we choose. If, following a first demand the customer has set a further deadline which has expired without success or if two attempts to secure subsequent improvement or replacement delivery in the order confirmation the delivery deadline shall only begin to run after clarification of all details for the execution of the order.
2. In the event of non-observance of an exceptionally binding deadline for which we are not responsible reasonable extension to the deadline shall be granted. This shall apply in particular in the event of industrial action and of force majeure in our business or in the business of a supplier. We shall inform the client as soon as possible of the beginning and end of such circumstances.
3. If we are in default owing to an exceptionally binding deadline then the compensation claim to which the client is entitled as a result of the infringement of duty which can be attributed to us and for which we are responsible shall be limited to 2% of the purchase price per complete week and to a maximum of 10% of the purchase price. This shall not apply if a statement of fact pursuant to sec. V. 3. exists.
4. We are entitled to make part deliveries at any time.
5. Supplies and services shall be ex works or warehouse, unless expressly stated otherwise in writing. The provision of supplies and services at other locations shall be at the cost and risk of the customer.

VII. Liability and compensation
1. All liability on the grounds of compensation irrespective of nature and the reasons therefore is limited as follows:
   i. not made, arrange nor support any direct or indirect payments, material allowances or gifts to third parties, especially but not limited to its customers, their employees, shareholders or managers, and shall not accept nor agree to accept any such payments/or allowances as may constitute an illegal or corrupt practice under the relevant laws ("Anti-Corruption Obligation");
   ii. comply with competition law and, in particular, with all antitrust regulations ("Antitrust Obligation");
   iii. comply with law and, in particular, with all antitrust regulations ("Anti-Trust Obligation");
   iv. at all times maintain strict compliance with the Anti-Corruption, AntiTrust and Trade Compliance Obligations, monitor its employees and agents to ensure their compliance with these obligations and, in all its dealings, make clear that it is acting in accordance with the Anti-Corruption, AntiTrust and Trade Compliance Obligations.
2. In the event of any breach of the Anti-Corruption Obligation, Antitrust Obligation or Trade Compliance Obligation, we are entitled to receive compensation for damages; the customer shall indemnify us and hold us harmless from any and all claims of third parties; we are entitled to terminate the agreement with immediate effect.

IX. Final Provisions
1. Place of performance and payment is our domicile. Forum shall be Hagen. We are entitled to sue the customer at its domicile.
2. German law shall apply exclusively. The application of the CISG (Convention on Contracts for the International Sale of Goods dated 11.04.1980) is ruled out.
3. Amendments and additions to this Agreement including these AGBs shall be in writing. This shall also apply to a supplement or amendment to this written form requirement.
4. In the event of invalidity of these AGBs or antitrust rules, the validity of the other provisions. In such an event the parties involved are obliged to jointly establish legally effective substitute provisions which reflect as closely as possible the economic intent of the effective provision.