

## **Special Contract Terms on Retention of Title of Rosenberg Ventilatoren GmbH**

The following special contract terms on retention of title apply to all deliveries and services – including future ones – by Rosenberg Ventilatoren GmbH (hereinafter called the Supplier).

1. The delivery items remain the property of the Supplier until payment is made for all sums due to the Supplier arising from the business relationship with the Buyer. To the extent that payment of the purchase price due is agreed with the Buyer in the form of a cheque/bill of exchange, retention also extends until the bill of exchange accepted by the Supplier is honoured by the Buyer and is not extinguished when the received cheque is credited.
2. The Buyer is permitted to sell onward the supplied goods as part of ordinary business unless the payments arising from the onward sale have already been assigned to others. If the goods are not paid for immediately, the Buyer is obliged to sell the goods onward under retention of title. The entitlement to sell onward lapses if the Buyer stops payment.
3. The Buyer assigns now already to the Supplier the payments accruing to him from the onward sale to the amount of the final invoice including VAT arising from the delivery transaction between the Supplier and Buyer, irrespective of whether the delivery items have been sold onwards before or after processing, linkage or mixing.
4. The Buyer is authorised to collect the assigned payments for as long as he meets his payment obligations towards the Supplier and does not become insolvent. The Buyer must inform the Supplier of the names of the debtors of the assigned payment claims and the amount on request. The Supplier is authorised to inform the debtors of the assignment.
5. Processing or transformation of the delivery item by the Buyer is always undertaken for the Supplier without any obligations arising to the latter therefrom. If the delivery item is processed with other objects which are not the property of the Supplier, the Supplier acquires the co-ownership in the new matter in relation to the value of the delivery item to the other processed objects at the time of processing. In all other respects, the matter arising through processing has the same conditions attached as the object under retention.

6. If the delivery item is linked with other objects which are not the property of the Supplier, the Supplier acquires co-ownership in the new matter in relation to the value of the delivery item to the other processed objects at the time of processing. If linkage takes place such that the matter of the Supplier must be considered the main matter, it is deemed to have been agreed that the Buyer transfers the proportionate ownership to the Supplier. The Buyer maintains the sole ownership or co-ownership thus arisen for the Supplier. The same applies to the mixing of the object with other objects not belonging to the Supplier.
7. The Buyer may neither pledge the object nor assign it as security. He must inform the Supplier immediately in the event of attachment, arrest or other disposal by third parties. Any costs arising from the intervention of the Supplier are born by the Buyer.
8. If the Buyer acts in contravention of the contract, particularly as regards default of payment, the Supplier is entitled to repossession after issuing a reminder with an appropriate period, and the Buyer is obliged to surrender the delivery item. Assertion of retention of title as well as the attachment of the delivery item by the Supplier are not deemed to be a withdrawal from the contract unless the law on consumer credit applies.
9. To the extent that the value of all the Supplier's collateral security rights arising from the business relationship with the Buyer exceed the value of all secured claims by more than 20 percent, the Supplier will release a part of the collateral security rights at the request of the Buyer; the Supplier is entitled to select the collateral securities to be released.