(1) We shall only be entitled to rescission if the manufacture/ seller, his servants, or others acting for the manufacturer/seller, has suffered any culpable fault in the performance of the contract, he is bound to rescind in writing.

(2) Any claims for damages are excluded or restricted vis-à-vis ourselves, such as also applies in respect of the personal liability for damages of our officers, employees, associates, agents, and servants.

VIII. Ownership and Resale Rights

§ 6(1) The goods shall remain the property of the manufacturer/seller up to the full payment of all claims, including subsidiary claims, claims for damages, and encashment of cheques and bills of exchange. Upon the conclusion of the contract, the orderer shall transfer the ownership of the manufacturer/seller to his orderer/purchaser (by way of transfer of title, possession, or mere delivery, i.e., a pressurized cylinder) to be supplied by him to the manufacturer/seller for the purpose of processing the order placed. The transfer of ownership takes place for the purpose of protection of all claims made by the manufacturer/seller. If the goods are insured, this also applies to the rights acquired through insurance.

§ 6(2) Retention of ownership shall also be maintained if any individual claims of the manufacturer/seller are included in a current account and if a balance is struck and recognized.

(3) If the orderer/purchaser processes goods under reservation of title so that they become non-marketable, illegible, or singular, without the orderer/purchaser or the manufacturer/seller being at fault, who does not come under any liability by such processing. The new goods shall be considered to be within the property of the manufacturer/seller. An exception to this rule is when the manufacturer/seller in a transaction with goods not belonging to the seller, the manufacturer/seller shall acquire co-ownership of the new goods in proportion of the invoice value of his goods under reservation of title to the total invoice value of the contract.

(4) The orderer/purchaser shall be entitled to resell, processing and mortgaging the goods under reservation of title only in consideration of the following provisions and only if the claims have been correctly settled. Number 6 actually pass to the manufacturer/seller.

(5) The authorization of the orderer/purchaser to sell, process or mortgagethe goods under reservation of title, in the ordinary course of business, ends upon the revocation by the manufacturer/seller on account of a sustained deterioration of the pecuniary situation of the orderer/purchaser and, at the latest, upon the cessation of payments by the latter or upon the application for or opening of insolvency proceedings in respect of his property.

(6) With regard to the orderer/purchaser assigns to the manufacturer/seller the claim and all associated ancillary rights in respect of the resale of the goods under reservation of title - including any claims in respect of the balance.

(7) Any delinquent or commingled, and if the manufacturer/seller has acquired co-ownership of such goods to the amount of his invoice value, he shall be entitled to the purchase price claim on a prorata basis, in proportion to the values vis-à-vis the goods to the third parties.

(8) If the orderer/purchaser has sold the claim within the framework of genuine factoring, the manufacturer/seller, manufacturer/seller hereunder has no legal grounds to demand such assignment and to collect the claim himself. If requested, the orderer/purchaser shall be obliged to hand over to the manufacturer/seller an accurate list of the claims to which he is entitled, and the manufacturer/seller is entitled to the individual and the customers and the associated individual claims, invoice data etc., to furnish the manufacturer/seller all in respect of the orderer/purchaser, in order to collect the claims and to permit the verification of such information.

(9) The invoice value of the security for the manufacturer/seller exceeds the totality of all claims, including the ve requirement of an additional guarantee by more than 20 per cent, the manufacturer/seller shall be obliged, upon the request by the orderer/purchaser or by another party of the claimant by the excess security of the manufacturer/seller to release securities to that extent, at the choice of the manufacturer/seller.

(10) The pledging or transfer by way of security of the goods under reservation of title and other assigned claims is admissible. Any pledging or transfer of the goods shall be immediately notified to the manufacturer/seller, stating the name of the pledgee.

(11) If the manufacturer/seller takes back the delivered object, on account of the re- sentement of ownership, there will be rescission of contract only if the manufacturer/seller expressly declares such rescission of contract. The manufacturer/seller may satisfy himself of the preservation of private sale of goods in a manner that, in the case of the orderer/purchaser shall assign to the manufacturer/seller his claim for indemnification to the extent of the value of the damage and against insurance companies or other parties liable for the damage. The manufacturer/seller accepts such assignment.

(12) All claims as well as the rights from the retention of ownership, in respect of all the special forms laid down in these clauses shall continue to exist up to the complete release from any contingent liabilities incurred by the manufacturer/seller in the interest of the orderer/purchaser.

Protection against Imitation

(1) If deliveries are effected according to drawings and of other Information by the orderer/purchaser, the latter shall in each individual case provide information whether such drawings or other information is protected by law or patent rights, whether there are limitations or restrictions on the use or whether there are limitations on the third parties’ part or end products. In the latter case, the manufacturer/seller shall be entitled to refuse to participate in the validation of third party claims and/or withdraw his consent and/or withdraw his consent, in case of a contrary claim. The orderer/purchaser shall be entitled to the manufacturer/seller's consent in advance to use his drawings or other information.

(2) If the orderer/purchaser acts in opposition to the foregoing obligation, he shall hold the manufacturer/seller harmless in the event of a claim of the manufacturer/seller against the party having suffered damage on account of the violation of any contractual or non-contractual rights.

X. Tools, other Forming Devices, Drawings

Any drawings, tools or other Mater used by the manufacturer/seller, shall remain the exclusive property of the manufacturer/seller. This provision also applies in those cases where the orderer/purchaser pays a share in the costs for their utilization. Any drafts and drawings prepared by the manufacturer/seller are the property of the latter and shall be used for the purposes of the order only.

XI. Place of Performance, Place of Jurisdiction, Applicable Law

(1) The place of performance of any obligation of both contracting parties resulting from this contract shall be Frankenberg.

(2) The place of jurisdiction shall be Hanover. The manufacturer/seller is also entitled to bring action against the orderer/purchaser at his own general place of jurisdiction.

(3) All legal relations between the manufacturer/seller and the orderer/purchaser shall be exclusively governed by the substantive law of the Federal Republic of Germany. The interpretation of any delivery clause shall be subject to INCOTERMS as amended.

XII. Severability Clause

(1) In the event of an invalidity of any individual provisions of these terms shall not affect the validity of the other provisions.