

Extended Reservation of Ownership of Products and Services for the Electrical Industry:

1. Ownership of goods should not pass prior to full satisfaction of all claims of the supplier towards the buyer (conditional commodity).

2. Prior to full satisfaction pledging or assignment as security is prohibited. The right to resell to third parties applies only for resellers in an ordinary business transaction without an open account relationship and with the provision that the reseller gets cash payment from his customer or with the reservation that ownership does not pass to the customer prior to full obligation to pay.

In the event of reselling the buyer herewith assigns as security his future claim of the resale to his customer including all secondary rights and without any later specific explanation. In the event of reselling together with other goods and without agreeing on a special price for the conditional commodity, as a matter of priority, the buyer assigns that part of the overall claim to the supplier which corresponds to the value of the conditional commodity plus 10% surcharge. According to the right of revoke the buyer is authorised to collect the claim assigned by the resale. On the supplier's demand the buyer has to notify the customer of his assignment, he has to inform the supplier of the assertion of his rights towards the customer and he has to hand over the necessary documents. All charges of collecting and any intervention are covered by the buyer.

3. The buyer has the right to use, modify or link the conditional commodity to other goods. Use and modification is carried out for the supplier. He will become immediate owner of the used or modified goods. In the event this is legally not justified the supplier and the buyer agree that the supplier is at any time of use or modification the owner of the new goods. Due to care and diligence of a prudent businessman the buyer holds the new commodity in safe custody for the supplier. The used or modified goods are regarded as conditional commodity.

Provided use, modification or linking to other goods, which do not belong to the supplier, the supplier is joint-owner of the new goods to such an amount which results in the ratio of the value of the used, modified or linked conditional commodity to the value of the new commodity.

In the event of reselling the new commodity the buyer herewith waves by way of security his claim with all secondary rights to the customer, without the need of any later specific explanation.

Assignment is only valid up to the amount relating to the value of the used, modified or linked conditional commodity, which was invoiced by the supplier, plus a 10% surcharge. The claim assigned to the supplier takes precedence over the remaining claim.

In the event the claim will be linked by the buyer to real estate or movable goods the buyer assigns by way of security his claim, he is entitled of due to the joining, to the supplier with all secondary rights and without any further specific explanation. The amount of the claim assigned will be according to point 3.2.

4. In the event the buyer is delayed in performing the business the supplier is entitled to take the conditional commodity in his possession. The demand to recover possession or the taking of possession means no withdrawal from the contract. Due to mode of appropriation the supplier is entitled to utilise the conditional commodity and to satisfy his claim.

5. In the event the value of the assignment exceeds the supplier's claim of the present business towards the buyer by more than 25%, on the buyer's demand the supplier is obliged to release optional assignments.

6. Prior to complete satisfaction of the supplier's claim of the present business the ownership of the conditional commodity, the co-ownership of used, modified or linked goods and the claim assigned are transferred to the buyer.

7. In the event any provision of this agreement is found to be invalid or illegal, the validity and legality of any of the remaining provisions shall not in any way be affected or impaired.