The following agreement on retention of title serves the safeguarding of all claims we are entitled to vis-à-vis us. To the extent the contract provides for letter of credit, we do not accept any contrary, deviating or supplementing terms and conditions.

The statutory provisions on delay of acceptance shall remain unaffected hereby. Without our prior written consent, the customer may not assign any rights arising from the contract, thereby or, if the new thing is made of or delivered in the form of parts, as applicable from time to time, regardless of whether we have manufactured, processed or assembled these goods. These goods subject to retention of title remain the property of Schmiedewerke Gröditz GmbH (hereinafter ‘we’, ‘us’, ‘our’ or ‘our company’). The customer shall only be entitled to dispose of or hand over the goods subject to retention of title if the customer is the owner, co-owner or authorized representative thereof and provided the customer has notified us in writing or, if the new thing is made of or delivered in the form of parts, has notified us in writing of any changes in the legal ownership of the new thing. The property of the new thing subject to retention of title shall pass to the customer only if the customer, having paid the purchase price, has assumed the risk of loss as of the date of delivery. The risk of loss shall pass when the new thing is taken from our premises or is handed over to the customer. If the customer is not entitled to dispose of or hand over the goods subject to retention of title, the customer shall immediately notify us of any circumstances that enable the customer to dispose of or hand over the goods subject to retention of title in accordance with the provisions of sections 475 and 476 (1) of the Bürgerliches Gesetzbuch (German Civil Code). If the customer assigns the goods subject to retention of title by way of pledge, transfer, donation, exchange or otherwise, this shall be deemed sufficient for compliance with the written form requirement under the German Civil Code (Bürgerliches Gesetzbuch).

To the extent our liability for damages is excluded or limited, this shall apply also regarding the personal liability for damages. The same shall apply to the extent we are not liable for damages incurred in case of breach of contract and only subject to the personal liability for damages. The same shall apply to the extent we are not liable for damages incurred in case of breach of contract.

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