

COUNTRY-SPECIFIC ADDENDUM

PURSUANT TO SECTION 8.1 OF THE SALES & DELIVERY TERMS FOR



IN CASE OF DELIVERIES INTO

GERMANY

The following shall apply in deviation to Section 8.1 of the Sales and Delivery Terms in case of deliveries of the Products into Germany:

Retention of Title

1. The title to the Products remains vested in the Seller and shall not pass to the Buyer until the Products have been paid for in full, including interest. The retention of title shall not affect the passing of risk in accordance with Clause 5.1 of the Sales and Delivery Terms.
2. Any processing or transformation of the Products subject to retention of title ("Products subject to Retention of Title") by the Buyer shall always be performed for the Seller. If Products subject to Retention of Title are processed with other goods, the Seller shall acquire joint ownership of the new goods in the ratio of the value of the Products subject to Retention of Title to the other processed goods at the time of processing. The new goods created by way of processing shall be subject to the same provisions as applicable to the Products subject to Retention of Title.
3. Should the Products subject to Retention of Title be joined or mixed with other goods, the Seller shall acquire joint ownership of the new goods in the ratio of the value of the Products subject to Retention of Title to the other goods at the date of joining or mixing. Should the joining or mixing of the goods occur in such manner that the Buyer's goods are to be viewed as the main goods, it shall be deemed to be agreed that the Buyer assigns proportionate joint ownership to the Seller. The Buyer shall hold the joint ownership created in such manner in custody for the Seller.
4. The Buyer shall provide the Seller at all times with all desired information concerning the Products subject to Retention of Title. The Buyer shall immediately notify the Seller of any attachments of or claims to the Products subject to Retention of Title by third parties and shall provide the necessary documents in this regard. The Buyer shall at the same time advise the third party of the Seller's retention of title. The costs of a defense against attachments and claims shall be borne by the Buyer.

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