

Retention of title clause fiwa)group

Status January 2011

The goods shall remain our property until payment.

The Orderer is entitled to resell the object purchased in the ordinary course of business, or to process or mix it; in this regard however, the Orderer hereby assigns to us all claims arising from the resale, processing or mixing or on any other legal grounds (in particular under insurance or tort) up to the final billable amount agreed with us (including VAT) together with all ancillary rights. If we are joint owners of the goods by virtue of the retention of title, the claims shall be assigned in proportion to the joint ownership shares. If the delivered goods are sold together with the goods of third parties that are not owned by the Orderer, the corresponding claims shall be assigned to us as a proportion of the share of our goods in the final billable amount compared to the share of the third party goods in the final billable amount. If the assigned claim is included in current invoice, the recipient hereby assigns to us a corresponding share of the balance (including the closing balance) from the outstanding account; if interim account balances are drawn up and it is agreed that they are to be carried forward, then the claim to which we are entitled in accordance with the above rule under the interim account balance shall be regarded as assigned to us for the next account balance.

The Orderer will still be permitted to collect these claims even after their assignment, but our authorisation to collect the claims ourselves shall remain unaffected.

However, we undertake not to collect the claims, provided the Orderer complies with its payment obligations arising from the proceeds collected, is not in arrears with payment and an application to commence bankruptcy proceedings has not been filed and payments have not been suspended

However, should this occur, the Orderer shall inform us upon request of the assigned claims and the debtors, provide all the information that is required collection, surrender the accompanying

documents and inform the debtor (third party) of the assignment. This shall also apply where the Orderer resells, processes or mixes the object purchased in breach of the Contract.

Retention of title shall also apply to the products manufactured from our goods through processing or transformation for their full value and these operations shall benefit us, so that we are regarded as the manufacturer. If the processing or transformation takes place together with other goods which do not belong to us, we shall acquire joint ownership in proportion to the objective value of these goods; in this regard it is hereby agreed that in such cases the Orderer shall store the goods carefully on our behalf.

If our goods that are subject to the retention of title provisions are joined with other moveable property to make a single object or are irreversibly mixed, and the other object is to be regarded as the principal object, the Orderer shall transfer to us joint ownership in proportion to our share, provided the principal object belongs to the Orderer; the Orderer shall store the (joint) property created for us. Moreover, the same arrangements shall apply to objects created in this way as applies to those objects that are supplied subject to retention of title.