

Schäfer + Peters GmbH
Competence in Stainless Steel



SPENGLERSCHRAUBEN FARBIG
SPENGLER SCREWS COLORED





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INHALT

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ARTIKEL 9087 A2 TX 20 RAL 3009 OXIDROT SPENGLERSCHRAUBEN 2TLG. MIT DICHT- SCHEIBE 15 MM

ITEM 9087 A2 2TLG. TX 20 RAL 3009 OXIDE RED
SPENGLER SCREWS BONDED SEALING WASHER 15 MM

ANWENDUNGEN:

- Für den Einsatz im Außenbereich und in Feuchträumen.
- Blechverarbeitungen auf Holzunterkonstruktionen.
- Für den Einsatz von Verblendungen mit Attikablechen.

USES:

- For outdoor use and in damp conditions.
- Sheet metal processing on wooden structures.
- For use with delusions of Attica sheets.

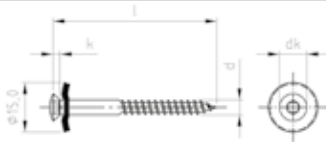
MERKMALE:

RAL 3009

FEATURES:

RAL 3009

| d d | l l | dk dk | k k | Antrieb Drive size | Artikelnummer Item Number | |
|--------|--------|----------|--------|-----------------------|------------------------------|-----|
| 4,5 | 25 | 8,3 | 2,35 | TX20 | 9087222300945 25 | 200 |
| | 35 | 8,3 | 2,35 | TX20 | 9087222300945 35 | 200 |
| | 45 | 8,3 | 2,35 | TX20 | 9087222300945 45 | 200 |
| | 60 | 8,3 | 2,35 | TX20 | 9087222300945 60 | 200 |
| | 80 | 8,3 | 2,35 | TX20 | 9087222300945 80 | 200 |
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ARTIKEL 9087 A2 TX 20 RAL 7016 ANTHRAZITGRAU SPENGLERSCHRAUBEN 2TLG. MIT DICHTSCHEI- BE 15 MM

ITEM 9087 A2 2TLG. TX 20 RAL 7016 ANTHRACITE GREY
SPENGLER SCREWS BONDED SEALING WASHER 15 MM

ANWENDUNGEN:

- Für den Einsatz im Außenbereich und in Feuchträumen.
- Blechverarbeitungen auf Holzunterkonstruktionen.
- Für den Einsatz von Verblendungen mit Attikablechen.

USES:

- For outdoor use and in damp conditions.
- Sheet metal processing on wooden structures.
- For use with delusions of Attica sheets.

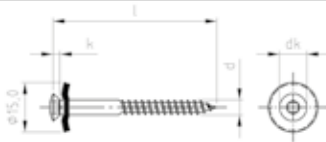
MERKMALE:

RAL 7016

FEATURES:

RAL 7016

| d d | l l | dk dk | k k | Antrieb Drive size | Artikelnummer Item Number | |
|--------|--------|----------|--------|-----------------------|------------------------------|-----|
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| | 35 | 8,3 | 2,35 | TX20 | 9087222701645 35 | 200 |
| | 45 | 8,3 | 2,35 | TX20 | 9087222701645 45 | 200 |
| | 60 | 8,3 | 2,35 | TX20 | 9087222701645 60 | 200 |
| | 80 | 8,3 | 2,35 | TX20 | 9087222701645 80 | 200 |
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| | 120 | 8,3 | 2,35 | TX20 | 9087222701645 120 | 100 |





ARTIKEL 9087 A2 TX 20 RAL 8004 KUPFERBRAUN SPENGLERSCHRAUBEN 2TLG. MIT DICHT- SCHEIBE 15 MM

ITEM 9087 A2 2TLG. TX 20 RAL 8004 COPPER BROWN
SPENGLER SCREWS BONDED SEALING WASHER 15 MM

ANWENDUNGEN:

- Für den Einsatz im Außenbereich und in Feuchträumen.
- Blechverarbeitungen auf Holzunterkonstruktionen.
- Für den Einsatz von Verblendungen mit Attikablechen.

USES:

- For outdoor use and in damp conditions.
- Sheet metal processing on wooden structures.
- For use with delusions of Attica sheets.

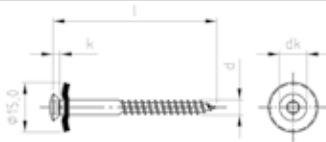
MERKMALE:

RAL 8004

FEATURES:

RAL 8004

| d d | l l | dk dk | k k | Antrieb Drive size | Artikelnummer Item Number | |
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| 4,5 | 25 | 8,3 | 2,35 | TX20 | 9087222800445 25 | 200 |
| | 35 | 8,3 | 2,35 | TX20 | 9087222800445 35 | 200 |
| | 45 | 8,3 | 2,35 | TX20 | 9087222800445 45 | 200 |
| | 60 | 8,3 | 2,35 | TX20 | 9087222800445 60 | 200 |
| | 80 | 8,3 | 2,35 | TX20 | 9087222800445 80 | 200 |
| | 100 | 8,3 | 2,35 | TX20 | 9087222800445 100 | 100 |
| | 120 | 8,3 | 2,35 | TX20 | 9087222800445 120 | 100 |





ARTIKEL 9087 A2 TX 20 RAL 9010 REINWEISS SPENGLERSCHRAUBEN 2TLG. MIT DICHT- SCHEIBE 15 MM

ITEM 9087 A2 2TLG. TX 20 RAL 9010 PURE WHITE
SPENGLER SCREWS BONDED SEALING WASHER 15 MM

ANWENDUNGEN:

- Für den Einsatz im Außenbereich und in Feuchträumen.
- Blechverarbeitungen auf Holzunterkonstruktionen.
- Für den Einsatz von Verblendungen mit Attikablechen.

USES:

- For outdoor use and in damp conditions.
- Sheet metal processing on wooden structures.
- For use with delusions of Attica sheets.

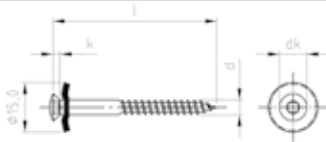
MERKMALE:

RAL 9010

FEATURES:

RAL 9010

| d d | l l | dk dk | k k | Antrieb Drive size | Artikelnummer Item Number | |
|--------|--------|----------|--------|-----------------------|------------------------------|-----|
| 4,5 | 25 | 8,3 | 2,35 | TX20 | 9087222901045 25 | 200 |
| | 35 | 8,3 | 2,35 | TX20 | 9087222901045 35 | 200 |
| | 45 | 8,3 | 2,35 | TX20 | 9087222901045 45 | 200 |
| | 60 | 8,3 | 2,35 | TX20 | 9087222901045 60 | 200 |
| | 80 | 8,3 | 2,35 | TX20 | 9087222901045 80 | 200 |
| | 100 | 8,3 | 2,35 | TX20 | 9087222901045 100 | 100 |
| | 120 | 8,3 | 2,35 | TX20 | 9087222901045 120 | 100 |



ARTIKEL 9087 A2 3TLG. TX 20 RAL 3009 SPENGLERSCHRAUBEN 3TLG. MIT DICHT- SCHEIBE 15 MM



ITEM 9087 A2 3TLG. TX 20 RAL 3009
SPENGLER SCREWS SEPARATED SEALING WASHER 15 MM

ANWENDUNGEN:

- Für den Einsatz im Außenbereich und in Feuchträumen.
- Blechverarbeitungen auf Holzunterkonstruktionen.
- Für den Einsatz von Verblendungen mit Attikablechen.

USES:

- For outdoor use and in damp conditions.
- Sheet metal processing on wooden structures.
- For use with delusions of Attica sheets.

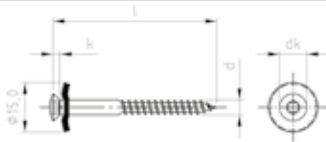
MERKMALE:

RAL 3009

FEATURES:

RAL 3009

| d d | l l | dk dk | k k | Antrieb Drive size | Artikelnummer Item Number | |
|--------|--------|----------|--------|-----------------------|------------------------------|-----|
| 4,5 | 25 | 8,3 | 2,35 | TX20 | 9087232300945 25 | 200 |
| | 35 | 8,3 | 2,35 | TX20 | 9087232300945 35 | 200 |
| | 45 | 8,3 | 2,35 | TX20 | 9087232300945 45 | 200 |
| | 60 | 8,3 | 2,35 | TX20 | 9087232300945 60 | 200 |
| | 80 | 8,3 | 2,35 | TX20 | 9087232300945 80 | 200 |
| | 100 | 8,3 | 2,35 | TX20 | 9087232300945 100 | 100 |
| | 120 | 8,3 | 2,35 | TX20 | 9087232300945 120 | 100 |





ARTIKEL 9087 A2 3TLG. TX 20 RAL 7016 SPENGLERSCHRAUBEN 3TLG. MIT DICHT- SCHEIBE 15 MM

ITEM 9087 A2 3TLG. TX 20 RAL 7016
SPENGLER SCREWS SEPARATED SEALING WASHER 15 MM

ANWENDUNGEN:

- Für den Einsatz im Außenbereich und in Feuchträumen.
- Blechverarbeitungen auf Holzunterkonstruktionen.
- Für den Einsatz von Verblendungen mit Attikablechen.

USES:

- For outdoor use and in damp conditions.
- Sheet metal processing on wooden structures.
- For use with delusions of Attica sheets.

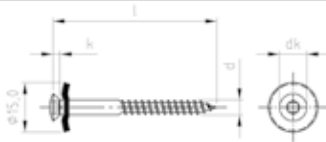
MERKMALE:

RAL 7016

FEATURES:

RAL 7016

| d d | l l | dk dk | k k | Antrieb Drive size | Artikelnummer Item Number | |
|--------|--------|----------|--------|-----------------------|------------------------------|-----|
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| | 35 | 8,3 | 2,35 | TX20 | 9087232701645 35 | 200 |
| | 45 | 8,3 | 2,35 | TX20 | 9087232701645 45 | 200 |
| | 60 | 8,3 | 2,35 | TX20 | 9087232701645 60 | 200 |
| | 80 | 8,3 | 2,35 | TX20 | 9087232701645 80 | 200 |
| | 100 | 8,3 | 2,35 | TX20 | 9087232701645 100 | 100 |
| | 120 | 8,3 | 2,35 | TX20 | 9087232701645 120 | 100 |





ARTIKEL 9087 A2 3TLG. TX 20 RAL 8004 SPENGLERSCHRAUBEN 3TLG. MIT DICHT- SCHEIBE 15 MM

ITEM 9087 A2 3TLG. TX 20 RAL 8004
SPENGLER SCREWS SEPARATED SEALING WASHER 15 MM

ANWENDUNGEN:

- Für den Einsatz im Außenbereich und in Feuchträumen.
- Blechverarbeitungen auf Holzunterkonstruktionen.
- Für den Einsatz von Verblendungen mit Attikablechen.

USES:

- For outdoor use and in damp conditions.
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- For use with delusions of Attica sheets.

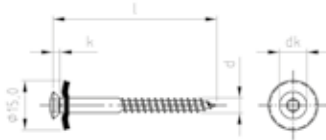
MERKMALE:

RAL 8004

FEATURES:

RAL 8004

| d d | l l | dk dk | k k | Antrieb Drive size | Artikelnummer Item Number | |
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| | 60 | 8,3 | 2,35 | TX20 | 9087232800445 60 | 200 |
| | 80 | 8,3 | 2,35 | TX20 | 9087232800445 80 | 200 |
| | 100 | 8,3 | 2,35 | TX20 | 9087232800445 100 | 100 |
| | 120 | 8,3 | 2,35 | TX20 | 9087232800445 120 | 100 |





ARTIKEL 9087 A2 3TLG. TX 20 RAL 9010 SPENGLERSCHRAUBEN 3TLG. MIT DICHT- SCHEIBE 15 MM

ITEM 9087 A2 3TLG. TX 20 RAL 9010
SPENGLER SCREWS SEPARATED SEALING WASHER 15 MM

ANWENDUNGEN:

- Für den Einsatz im Außenbereich und in Feuchträumen.
- Blechverarbeitungen auf Holzunterkonstruktionen.
- Für den Einsatz von Verblendungen mit Attikablechen.

USES:

- For outdoor use and in damp conditions.
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- For use with delusions of Attica sheets.

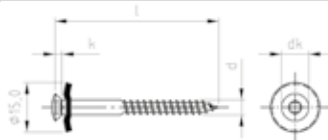
MERKMALE:

RAL 9010

FEATURES:

RAL 9010

| d d | l l | dk dk | k k | Antrieb Drive size | Artikelnummer Item Number | |
|--------|--------|----------|--------|-----------------------|------------------------------|-----|
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| | 45 | 8,3 | 2,35 | TX20 | 9087232901045 45 | 200 |
| | 60 | 8,3 | 2,35 | TX20 | 9087232901045 60 | 200 |
| | 80 | 8,3 | 2,35 | TX20 | 9087232901045 80 | 200 |
| | 100 | 8,3 | 2,35 | TX20 | 9087232901045 100 | 100 |
| | 120 | 8,3 | 2,35 | TX20 | 9087232901045 120 | 100 |



Notizen / Notes

General terms of supply and payment for Schäfer + Peters GmbH (hereinafter also named „S+P“, Öhringen, Version dated September 2011

I. Scope of application

1. The following sales terms and conditions apply to all the contracts concluded between the purchaser and S + P for the supply of goods, insofar as the purchaser is a company, a legal entity under public law or a special fund under public law. Orders will be fulfilled on the basis of the following terms and conditions only. The offer, the acceptance of the offer, the order confirmation and the sale of any products are subject to the present conditions. We do not recognise any contrary or different terms of the purchaser, unless we have accepted explicitly that they are valid. The following terms and conditions also apply if we carry out the order without reservation in the awareness of the purchaser's contrary or different terms.
2. All the agreements between the purchaser and S + P regarding performance of the purchase contracts up to the point when the contract in question was concluded have been recorded in writing in the contracts. This does not affect the effectiveness of any agreements concluded separately.
3. Where S + P and the purchaser have concluded a framework agreement, these General Terms and Conditions shall apply to this framework agreement and to the individual supply or purchase contract.
4. The General Terms and Conditions shall also apply to all future business dealings even if they are not explicitly agreed again.

II. Offer and conclusion of contract

1. We can choose to accept an order from the purchaser which qualifies as a legally binding offer to conclude a purchase contract within two weeks, either by sending confirmation of the order or by providing the services or goods ordered without reservation.
2. Our offers are subject to change without notice and non-binding, unless we have explicitly designated them as binding. Information about our goods (including, but not limited to data, dimensions, performance and consumption data and the descriptions in the product information sheets or advertising material etc) are only approximate; they are not a guarantee of quality, unless the guarantee has been given explicitly and in writing.
3. We retain title, copyright and other proprietary rights to all illustrations, calculations, drawings and other documents. The purchaser may only pass these on to third parties with our written permission, irrespective of whether we have designated them as confidential.

III. Payment conditions

1. Our prices are ex works Öhringen, and do not include packaging, duty, insurance and any other fees applying in individual cases, if not specified otherwise. Statutory VAT is not included in our prices. We will state the statutory amount separately on the invoice on the day the invoice is issued.
2. If not otherwise agreed, invoices shall be due for payment with no discount within 30 days of the date of the invoice and delivery. Payments within 10 days of the invoice date shall attract a discount of 2% unless the purchaser is in default of other payments to us. A payment shall not be considered complete until the amount is available to us. Payments by cheque shall not be considered complete until the cheque has been honoured.
3. If the purchaser does not pay within the specified period, he or she will be in default without a further demand for payment having been issued. Should the purchaser be in default of payment, the statutory late payment interest rate for companies shall be applied to the purchase price. Rights shall be reserved to make further claims. If the purchaser fails to make payment following another demand, we shall be entitled to accelerate immediately all the purchaser's debts, including, but not limited to, deferred payments or payments to be made in instalments, and to refuse to supply any more goods.
4. The purchaser shall only be authorised to offset payments and/or retain the goods if the counterclaims are derived from the same contractual relationship. If the delivery is based on an outline agreement or other long-term contractual relationship, the possibility to offset payments applies only to debts from the actual legal relationship from which the principle claim and counterclaim result. If the counterclaim is not based on the same contractual relationship, the purchaser can only offset the payment if the counterclaims have been legally established, are acknowledged by us or are uncontested.
5. If S + P have permitted the purchaser to pay by instalments, the total amount remaining will be due for payment if the buyer delays payment of one instalment for longer than 8 days.
6. Price changes shall be permissible if more than 4 months pass between conclusion of the contract and the agreed delivery date and the price change is due to a current increase in costs for which we are not responsible. Costs are deemed to have increased if wages, material costs or sales costs have risen before the delivery. The same applies if duty is increased or a duty is introduced or our suppliers increase their prices or there are exchange rate fluctuations. In these instances, S + P are justified in increasing the price commensurately with the rise in costs.

IV. Delivery and performance time, liability if delivery delayed.

1. Delivery times or periods which have not been explicitly agreed as binding are non-binding statements only. They are only approximate and describe the time and date when delivery can be expected. Any different agreements regarding a binding delivery date and time must be made explicitly and in writing. The delivery time will start when the purchaser has properly completed the actions incumbent on him or her to help bring about the delivery.
2. If we do not receive deliveries or services from our suppliers or subcontractors through no fault of our own despite having made the appropriate provisions, or do not receive them at the appropriate time or there are instances of force majeure, we will inform our customers in good time in writing. In this event, we are entitled to postpone the delivery or the service for the duration of the impediment, or to withdraw partially or in full from the contract on account of the unfulfilled part of the contract, provided we have fulfilled our obligation to provide information as described above and have not accepted the risks associated with procurement and manufacture. Instances of force majeure are strikes, lock-out, intervention by authorities, lack of power or raw materials, transport bottlenecks through no fault of ours, operational impediments through no fault of ours such as fire, water, damage to machinery and all other impediments which from an objective point of view are not our fault. If the delivery or the service is delayed by more than a month, then both we and the customer – to the exclusion of all claims for damages – shall be entitled to withdraw from the contract where the quantity affected by the delivery problems is concerned. The customer shall be entitled to withdraw fully from the contract if it is unreasonable to expect him or her to accept a part delivery.
3. In any case we will not be deemed to be delaying delivery until a subsequent reasonable period set by the customer has expired, unless the transaction includes delivery by a fixed date within the meaning of Section 286 para. 2 no. 4 German Civil Code (BGB) or Section 376 German Commercial Code.
4. Claims for damages arising from delayed delivery shall be excluded, provided they are not the result of intentional or gross negligence on our part or that of our agents or of a culpable infringement of substantive contractual obligations. Those contractual obligations are substantive which protect the customer's legal position which the content and purpose of the contract must provide; also substantive are those contractual obligations the fulfillment of which is only made possible by the correct performance of the contract and on which as a general rule, the contractual partner relies and may rely. Exclusion of liability for ordinary negligence shall not apply to damages resulting from injury to life, body or health or from the infringement of substantive contractual obligations or which affect warranties. However, where a substantive contractual obligation has been infringed as the result of ordinary negligence, we shall only be liable for average damages that are foreseeable, typical and immediate, given the type of contract concluded.
5. Should we be responsible for delaying the delivery, the purchaser shall be able to claim flatrate compensation amounting to 0.5% of the value of the delivery for every full week of the delay, up to a maximum of 5% of the value of the delivery, unless we show that he or she has suffered less or no damage.
6. We shall be entitled to make part deliveries or deliver only some services at any time if the customer can be reasonably expected to accept this.
7. If the purchaser delays accepting the goods, we shall be entitled to request compensation for the losses this causes and for any extra expenditure. The same applies if the purchaser culpably fails to fulfil his or her duty to cooperate.

V. Place of performance, transfer of risk, despatch and packing

1. Where no other agreement has been made, the place of performance shall be our registered company offices in Öhringen.
2. Where no other agreement has been made, the risk of accidental damage or loss of the goods shall pass to the purchaser as follows: as soon as the goods are not despatched from our warehouse in Öhringen, at the time when the goods are made available to the first transport person, or, if the purchaser is delaying acceptance, at the time at which we offer the transfer in such a way as to constitute a delay, provided the goods are despatched from our warehouse in Öhringen at the time at which we inform the customer the goods are available for collection. Loading and despatch shall not be insured and shall be at the risk of the purchaser.
3. We shall endeavour to take account of the purchaser's wishes and interests regarding the method and route of despatch; any extra costs arising as a result – even when carriage paid has been agreed – will be charged to the purchaser.
4. We do not take back any transport or other packaging in accordance with the packaging directive, with the exception of pallets. The purchaser must dispose of the packaging which becomes his or her property at his or her own cost.
5. If the despatch is delayed at the wish or due to the fault of the purchaser, we shall store the goods at the cost and risk of the purchaser. In this case, notification that we are ready to despatch shall be equivalent to the despatch.
6. We shall insure the delivery through a transport insurance company if the purchaser wishes and at his or her cost. Explicit instructions in writing from the purchaser are required to effect this.

VI. Warranty / limits of liability / compensation for wasted expenditure

1. Warranty claims by the purchaser are valid only if the purchaser has correctly fulfilled the statutory obligations in examining the goods and making a complaint. We must be notified in writing of detectable defects within a week of receipt of the goods. If this is not done, the goods shall be deemed approved. S + P must be notified of latent defects as soon as they have been found.
2. If the defect in the goods is our fault, we are initially obliged to rectify the defect unless legislation entitles us to refuse rectification. The purchaser's rights to withdraw from the contract or reduce the selling price are excluded. The purchaser must allow us

a reasonable period to rectify the defect. The purchaser can choose to have the defect rectified through elimination (correction) or through delivery of new goods. Where the defect is eliminated, we shall bear the necessary expenses, provided these are not increased because the object of the contract is at a location different from the place of performance.

If the rectification to which the purchaser is entitled fails or it is unreasonable to expect the purchaser to accept it, or the rectification is refused under the provisions of Section 439 para. 3 German Civil Code, or, the interests of both parties having been weighed up, the circumstances are such that require immediate claim for compensation for damages or withdrawal, the purchaser can request that the purchase price be reduced or announce withdrawal from the contract.

The purchaser can only assert claims for compensation for damages due to the defect under the following conditions if the rectification has failed. The right of the purchaser to assert further claims for damages under the following conditions shall not be affected.

3. Claims in accordance with Section 478 German Civil Code (Recourse of the entrepreneur) asserted by the purchaser against S + P shall exist only in so far as the purchaser has not entered into any agreements with his or her customer which contain provisions which extend beyond statutory warranty claims (see point 4). A claim is excluded if the purchaser has not correctly fulfilled the statutory obligations to examine the goods and to make a complaint in respect of a defect.
4. The obligation stated in item VI, point 3 is excluded if the defect is based on advertising statements or other contractual agreements which did not originate with us or if the purchaser has given the end consumer a special warranty. The obligation is similarly excluded if the purchaser him/herself was under no obligation towards the end consumer under the statutory regulations governing the exercise of warranty rights or did not give notice of this defect in respect of a claim made upon it. This also applies if the purchaser has given the end consumer warranties which extend beyond the statutory requirements.

5. Claims for damages arising from defects in the title or quality shall be excluded provided they are not the result of intentional or gross negligence on our part or that of our agents or a culpable infringement of substantive contractual obligations. Those contractual obligations are substantive which protect the customer's legal position which the content and purpose of the contract must provide; also substantive are those contractual obligations the fulfillment of which is only made possible by the correct performance of the contract and on which as a general rule, the contractual partner relies and may rely.

Exclusion of liability for ordinary negligence shall not apply to damages resulting from injury to life, body or health or from the infringement of substantive contractual obligations or from warranties or claims based on product liability legislation.

However, where a substantive contractual obligation has been infringed as the result of ordinary negligence, we shall only be liable for average damages that are foreseeable, typical and immediate, given the type of contract concluded.

6. Claims for compensation for wasted expenditure in accordance with Section 284 German Civil Code shall be waived if in accordance with the above, a claim for compensation for damage in the place of effective performance has been excluded in the contract.

VII. Liability

Claims for damages resulting from infringement of a non-contractual obligation (tortious liability) or from culpability on or previous to concluding the contract (culpa in contrahendo) and for other legal reasons, including, but not limited to infringement of the general obligation to be considerate (Section 241 para. 2 German Civil Code) or other contractual obligations (Section 280 Section 1 German Civil Code) provided these are not already claims against warranty shall be excluded, provided they are not the result of intentional or gross negligence on our part or that of our agents or of the culpable infringement of substantive contractual obligations.

This includes but is not limited to, our liability where a substantive contractual obligation has been infringed as the result of ordinary negligence, for average damages that given the type of contract concluded are foreseeable, typical and immediate.

Exclusion of liability for ordinary negligence shall not apply to damages resulting from injury to life, body or health or the infringement of substantive contractual obligations or from warranties or claims based on product liability legislation.

VIII. Statute of limitations

Claims of the purchaser for warranty and compensation for damages (items IV, VI, VII) shall fall under the statute of limitations one year after the goods have been delivered. This shall not apply where we are liable for damages which result from injury to life, body or health and the infringement of substantive contractual obligations, are based on fraudulently concealed defects, or affect warranties and claims under product liability legislation. The shortening of the period of the statute of limitations shall not apply in the event of recourse of the entrepreneur (Sections 478 and 479 of the German Civil Code) or the object purchased is a building or has been as a building in accordance with customary use and caused its defectiveness (Section 438 para. 1 no. 2 German Civil Code).

IX. Reservation of title

1. The goods supplied by us shall remain our property until all the existing claims or claims arising in the future which are due to us for any legal reason from the ongoing business relationship and/or the actual purchase contract with the purchaser are fulfilled. If the purchaser is in breach of the contract, in default of payment, for example, we shall be entitled after setting an appropriate interval to take back the goods subject to retention of title. Our taking back the goods subject to retention of title shall represent withdrawal from the contract. Our seizing the goods subject to retention of title shall constitute withdrawal from the contract. We shall be entitled to resell the goods subject to retention of title after taking them back. After subtracting an appropriate amount for the costs of reselling, the proceeds of the resale will be used to offset the monies owed to us by the purchaser.

2. The purchaser must handle the goods subject to retention carefully and insure them at their as-new value against damage from fire, water and theft. The purchaser must carry out any maintenance and service work required at his or her cost. The purchaser shall also be obliged, at S + P's request, to inform us at any time about the condition of the goods and to tell us where they are stored.

3. The purchaser shall be entitled to sell and/or use the goods subject to retention of title in a proper business transaction as long as he or she is not in default of payment. Pledging or assignment as collateral is not permitted. The purchaser shall assign all claims arising from a sale or other legal basis (insurance, non-permitted activity) of the goods subject to retention of title (including all current account balance claims) now for reasons of safety; we hereby accept the assignment. We authorise the purchaser to call in the debts assigned for the purchaser's account in his or her own name. The authorisation to call in the debts can be revoked at any time if the purchaser does not fulfil his or her payment obligations correctly. The purchaser is not authorised to assign this debt for the purposes of calling in the debt via factoring, unless at the same time, the factor is obliged to give us immediate consideration in the amount still owed to us by the purchaser. The purchaser shall furthermore be obliged to inform us immediately of any seizure of the goods or other impairment by third parties.

4. The goods subject to retention will in any case be processed or converted for us by the purchaser. If the goods subject to retention of title are processed with objects which do not belong to us, we shall acquire joint ownership of the new object to the value of the goods subject to retention (final invoice amount, including VAT) relative to the other processed objects at the time of processing. If the goods subject to retention of title are inseparably combined with objects which do not belong to us, we shall acquire joint ownership of the new object to the value of the goods subject to retention (final invoice amount, including the VAT) relative to the other combined objects at the time of combining. If the purchaser's object is to be deemed a primary object as the result of the combining, and if the purchaser and we agree that the purchaser shall transfer to us proportionate joint ownership in this object, we herewith accept the transfer. The purchaser shall keep our exclusive or joint ownership thus created in safe custody. The same applies to the new object created from the processing or conversion as for the goods subject to retention of title, with the restriction however that the purchaser assigns claims from third parties to us in the amount of joint ownership we acquired as stated above.
5. If third parties access the goods subject to retention, including but not limited to seizures, the purchaser shall make them aware of our title and inform us immediately so that we can assert our right to title. If the third party is unable to reimburse us for any legal or non-legal costs arising in this respect, the purchaser shall be liable for them.
6. We shall be obliged to release the collateral owed to us in so far as the realisable value of our collateral exceeds the claims to be collateralised by more than 10%; we shall be able to choose which collateral to release.

X. Place of performance, choice of forum, applicable legislation

1. The place of performance and choice of forum for deliveries and payments (including complaints regarding cheques or bills) and for all disputes arising between us and the purchaser from the purchase contracts concluded between us and him or her shall be Öhringen. However we shall be entitled to file a complaint against the purchaser at his or her residence or registered business address.

2. The legal relationship between us and our customers or between us and third parties shall be governed exclusively by the legislation of the Federal Republic of Germany.

XI. Miscellaneous

1. In the event that one or more of the provisions in this agreement is or becomes partly invalid or incomplete, or is excluded by a special agreement, this shall not affect the validity of the remaining provisions.
2. We would like to point out that we hold our customers' data as part of our mutual business relationships in accordance with the Federal Data Protection Act.

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