If the customer behaves contrary to the terms of the contract, particularly if he is default of payment, the supplier is entitled to take back the delivered goods after sending a corresponding remitter. In that case, it is obligatory for the customer to hand over the goods. Subsequently, the supplier may modify the supplier in writing of the sale for the original purpose of the contract.

If the customer files an application for initiating insolvency proceedings, the supplier shall have the right to withdraw from the contract and demand immediate handover of the delivery object.

§ 3 Claims for defects

Excluding all other claims, the supplier gives the guarantees for material defects and defects of title, subject to § 8. Material defects

The supplier shall repair or replace all parts that are proved as defective due to certain circumstances prevalent before the delivery. In such a case, as per the supplier shall have the right to modify the supplier in writing of the delivery for the original purpose of the contract.

- the delivery object leaves the supplier's factory (after the expiry of the original term), and if the supplier fails to comply with this term too, the customer shall have the right to refuse the delivery object.

- if the delivery is not affected with any kind of depreciation, it is used for the purpose of the contract.

- if defects are found in the delivery object, for which liability must be assumed in accordance with the Product Liability Law.

- if there is culpable injury to life, physical injury or damage to health

- if there is negligence in the delivery object with malicious intent or whose absence he had guaranteed in writing

§ 6 Liability

If the customer is unable to use the delivery object in conformance with the contract due to a fault of the supplier, e.g. as a result of non-observance of any pertinent conditions or instructions or as a result of incorrect use, the supplier shall bear the damages accordingly. If the defect is insignificant, the customer only has a right to reduce the contract price. In all other cases, the right to reduce the contract price is excluded.

- all the defence measures including out-of-court settlements remain reserved for the supplier,

- if the defect of title is not the result of a direction of the customer and

- the infringement was not because of an unauthorised modification made by the customer to the delivery object or an inappropriately use (not in conformance with the usage of the object).

§ 7 Claims for defects

- if the customer fails to provide the return services or fulfil the obligation of providing security even after the expiry of a reasonable term, expressly rejected.

- if the defect is insignificant, the customer only has a right to reduce the contract price. In all other cases, the right to reduce the contract price is excluded.

The obligations of the supplier mentioned in § 7 are subject to § 8 with respect to the violation of the industrial property rights, and

- the customer supports the supplier to a reasonable extent in the process of warding off the asserted claims or the corresponding collective claims, as well as the defence costs required for the provision of the corresponding technicians and assistants and transportation costs, provided that this does not put an unusually heavy burden upon the supplier.

- all the defence measures including out-of-court settlements remain reserved for the supplier,

- if the repair operations are undertaken by the customer himself or by a third party, the supplier shall not assume any liability in such circumstances.

The same shall apply if the customer makes changes to the delivery object without the prior consent of the supplier.

§ 8 Liability

- the customer immediately notifies the supplier of the asserted violations of industrial property rights or copyrights,

- the customer supports the supplier to a reasonable extent in the process of warding off the asserted claims or the corresponding collective claims, as well as the defence costs required for the provision of the corresponding technicians and assistants and transportation costs, provided that this does not put an unusually heavy burden upon the supplier.

- the infringement was not because of an unauthorised modification made by the customer to the delivery object or an inappropriately use (not in conformance with the usage of the object).

§ 9 Statute of limitation

If the customer files an application for initiating insolvency proceedings, the supplier shall have the right to withdraw from the contract and demand immediate handover of the delivery object.

In the event of the violation of important contractual obligations, the supplier shall also assume the liability for negligences which are committed by the non-managerial employees, for the former case limited to the reasonably foreseeable damages typical to the contract.

No other claims are valid.

§ 10 Confidentiality

The customer shall handle all the information, know-how and other business secrets revealed to him in the course of execution of the respective order in a strictly confidential manner. He shall not forward any information, drawings, sketches or other documents or make these accessible to a third party without the express consent of the supplier.

§ 11 Industrial property rights, usage right and patent rights

As long as the supplier manufactures goods on an order as per the contract and guidelines by given the customer and delivers these to the customer, the customer shall guarantee the supplier that the goods and services provided by him will not lead to an infringement of the industrial property rights of third parties. The supplier shall exempt the supplier from all the third-party claims and compensate for the damages borne by him.

If the supplier provides the customer with tools, proposals for installation, drawings or other documents along with the contracts, the supplier shall guarantee that all the industrial property rights and usage right. The customer may use these only within the scope of the agreement to sale. However, he shall not have the right to reproduce such objects or make these accessible to third parties.

§ 12 Final clauses

- the customer is a co-ownership of the supplier against destruction, mitigation or loss with utile harms, as an orderly businessmen.

The customer must protect and preserve the ownership to / co-ownership of the supplier against destruction, mitigation or loss with utile harms, as an orderly businessmen.

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