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Extended retention of title with extended processing clause

The supplier retains title to the delivery item until all payments have been received - also for any additionally owed ancillary services - from the delivery contract. In the event of Supplier shall be entitled to take back the delivery item after issuing a reminder and the Customer shall beand the customer is obliged to surrender it. This shall also apply in the event of any other behavior of the customer.

Due to the retention of title, the supplier can only demand the return of the delivery item if he has withdrawn from the contract, if he has withdrawn from the contract. In the event of seizures or other interventions by third parties, the must inform the supplier immediately.

The application for the opening of insolvency proceedings against the assets of the purchaser shall entitle the supplier to withdraw from the contract with immediate effect and to demand the immediate return of the of the delivery item.

The purchaser is entitled to resell the delivery item in the ordinary course of business. in the ordinary course of business. However, he hereby assigns to the supplier all claims that he may have against the against the customer or third parties arising from the resale. The customer is entitled to collect these The purchaser is authorized to collect these claims even after the assignment. The right of the supplier to collect the claims himself remains unaffected by this.

The authorization to collect shall expire if:

- the customer defaults on his payment obligations to the supplier.falls into arrears
- or
- it has been revoked or
- an application for the opening of insolvency proceedings has been filed.

The Supplier may then demand that the Purchaser informs him

- disclose the assigned claims and their debtors,
- provide all information necessary for collection,
- hands over the relevant documents and
- inform the debtors of the assignment, unless the supplier has already done so.

If the delivery item is resold together with other goods which do not belong to the supplier the purchaser's claim against the customer shall be deemed to have been assigned to the supplier in the amount of the the delivery price agreed between the supplier and the customer.

The processing or transformation of goods subject to retention of title shall always be carried out by the customer for the supplier. If the reserved goods are processed with other items not belonging to the supplier items not belonging to the Supplier, the Supplier shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other processed items at the time of processing.

If the supplier's goods are combined with other movable items to form a uniform item and combined and inseparably mixed and the other item is to be regarded as the main item, the Purchaser shall transfer co-ownership to the Supplier on a pro rata basis insofar as the main item belongs to the purchaser.

The customer shall keep the property or co-property for the supplier. For the goods resulting from the processing, transformation, combination or mixing, the same shall apply as for the same as for the same as for the reserved goods.