

The items of the deliveries (reserved goods) for which the purchase price claim becomes due immediately or for which a payment period of up to and including 30 days after delivery, delivery with installation/assembly or receipt of invoice has been agreed with regard to the due date of the purchase price claim, shall remain the property of VMT until full payment has been made.

In all other cases, the items of the deliveries (reserved goods) shall remain the property of VMT until all claims to which it is entitled against the customer arising from the business relationship have been satisfied. If the value of all security interests to which VMT is entitled exceeds the amount of all secured claims by more than 20%, VMT shall release a corresponding part of the security rights at the request of the customer; VMT has the choice between different security rights when releasing it.

During the existence of the retention of title, the customer is prohibited from pledging or transferring title by way of security and the resale is only permitted to resellers in the ordinary course of business and only on the condition that the reseller receives payment from his customer or makes the reservation that ownership will not pass to the customer until the customer has fulfilled his payment obligations.

If the Purchaser resells goods subject to retention of title, it shall assign its future claims from the resale to VMT against its customers with all ancillary rights, including any balance claims, by way of security, without the need for further special declarations. If the goods subject to retention of title are resold together with other items without an individual price having been agreed for the goods subject to retention of title, the customer shall assign to VMT that part of the total price claim that corresponds to the

price of the goods subject to retention of title invoiced by VMT.

The customer is permitted to process the goods subject to retention of title or to mix or combine them with other objects. Processing is done for VMT. The purchaser shall store the resulting new item for VMT with the care of a prudent businessman. The new item shall be deemed to be subject to retention of title.

VMT and the Purchaser already agree that in the event of combination or mixing with other objects not belonging to VMT, VMT shall in any case be entitled to co-ownership of the new item in the amount of the share resulting from the ratio of the value of the combined or mixed goods subject to retention of title to the value of the remaining goods at the time of the combination or mixing. In this respect, the new item is considered to be reserved goods.

The above provision on the assignment of claims also applies to the new property. However, the assignment is only valid up to the amount corresponding to the value invoiced by VMT of the processed, combined or mixed goods subject to retention of title.

If the Purchaser or VMT on behalf of the Purchaser combines the goods subject to retention of title with land or movable property, the Purchaser shall, without the need for further special explanations, also assign to VMT by way of security the claim to which it is entitled as remuneration for the connection, together with all ancillary rights in the amount of the ratio of the value of the related goods subject to retention of title to the other related goods at the time of the connection.

Until revoked, the customer is entitled to collect assigned claims from the resale. In the event of good cause, in particular in the event of default of payment, suspension of payment, opening of

insolvency proceedings, protest against bills of exchange or reasonable indications of over-indebtedness or imminent insolvency of the Purchaser, VMT shall be entitled to revoke the Purchaser's authorisation to collect payments. In addition, VMT may, upon prior threat and within a reasonable period of time, disclose the assignment of security, realize the assigned claims and demand the disclosure of the assignment of security by the customer to the customer.

In the event of seizures, seizures or other dispositions or interventions by third parties, the Purchaser must notify VMT immediately. If a legitimate interest is substantiated, the customer must immediately provide VMT with the information necessary to assert its rights against the customer and provide the necessary documents.

In the event of breaches of duty by the Purchaser, in particular in the event of default of payment, VMT shall be entitled to withdraw from the contract in addition to the withdrawal after the unsuccessful expiry of a reasonable period of time set for the Purchaser to perform; the statutory provisions on the dispensability of setting a time limit remain unaffected. The purchaser is obliged to surrender the goods. The withdrawal or assertion of the retention of title or the seizure of the reserved goods by VMT does not constitute a withdrawal from the contract, unless VMT has expressly stated this.