VEN if defects have been notified or observed, the contract products shall be deemed to fulfill the contract purposes even if samples of goods have been supplied. The right of warranty claims of the Purchaser shall expire if the goods delivered are changed, converted or processed.

The Purchaser shall be entitled to make a claim for defects within 18 months from the delivery of the contract products. The right of action in case of defects shall expire if the Purchaser has not notified the Purchaser of the defects in writing within six months unless the defect is building-related or unless the defective contract products were used for construction works in line with their regular purpose and caused building-structural damages. In such cases, the period of limitation shall be determined in line with the effects ascribed to the defect on the contract products. The term of execution for this right shall begin to run as of the delivery of the contract products. Limitation of this right of action in terms of the §§ 434 and 631a BGB is consequently not applicable. The Purchaser may at any time and without prior notice and without being bound by the outcome of the tender procedures to make a claim for defects to the Supplier. In case the Supplier does not take part in the tendering procedure, the contract purpose shall be assumed to be fulfilled if the defects noted at the time of the tendering procedure do not occur. In case the Supplier has not made any statement or offered any price, the contract purpose shall be assumed to be fulfilled if the defects list notified in the tender procedure does not occur. The defects list of the Supplier does not replace the final execution report. KRONOSPAN rejects the claim based on defects in the full extent.

Subsequently concluded agreements shall be governed by the national and/or international law comprehensively and exclusively for the provide warranty obligations of KRONOSPAN. There are no further ones.

§7 Retention of Title

Until the full payment of all receivables of KRONOSPAN, including receivables for expenses and interest, from the business relationship with the Purchaser and the persons associated with the Purchaser in the sense of Section 684 BGB have been passed, the goods shall be subject to retention of title. KRONOSPAN shall be entitled to demand the payment of the purchase price on the basis of claims, promises and rights of action, of the remaining receivables of KRONOSPAN. If the Purchaser fails to do so, KRONOSPAN shall be entitled to demand immediate payment in cash. KRONOSPAN may demand immediate payment in cash in the case in which the purchase price has not been paid or if the Seller delivers its goods to the purchaser. KRONOSPAN shall assume no liability for the damages suffered by the Purchaser as a result of the assumption of retention of title.

The Purchaser may only sell or transfer the rights to the contract goods to a third party with the prior written authorization of KRONOSPAN. If the contract goods are sold or transferred in violation of the retention of title, the authorization of the third party may be cancelled. Until cancelled, the Purchaser is entitled to collect the assigned claims. Out of the default of payment or of the circumstances appearing to lead to a default, the Purchaser is to be in any case to return the contract goods. The Purchaser agrees that dissimilar takings may also be offset the same way.

KRONOSPAN shall co-own the new product in the proportion of the value of the goods under reservation of title (invoice amount plus value added tax) to the other processed goods at the time of processing. KRONOSPAN shall acquire co-ownership in the new product in proportion to the value of the goods under reservation of title (invoice amount plus value added tax) to the other processed goods at the time of processing. In the cases where the Purchaser sell goods under reservation of title, the Purchaser shall be obliged to keep the authorization of KRONOSPAN for processing. The Purchaser shall notify KRONOSPAN of the sale of the goods under reservation of title. KRONOSPAN shall be informed of the sale of the goods under reservation of title as soon as possible in writing. KRONOSPAN shall manage the profit according to the size of the collateral. KRONOSPAN shall be regarded as the owner of the collateral for the purpose of the collateral being available to KRONOSPAN to be secured respect of the receivables of KRONOSPAN.

If another supplier is entitled to lawfully claim extended reservation of title concerning receivables of the Purchaser, the Purchaser shall not be entitled to present any rights against KRONOSPAN. In the cases where the Purchaser sell goods under reservation of title, the Purchaser shall be obliged to keep the authorization of KRONOSPAN for processing. The Purchaser shall notify KRONOSPAN of the sale of the goods under reservation of title. KRONOSPAN shall be informed of the sale of the goods under reservation of title as soon as possible in writing. KRONOSPAN shall acquire to the full extend the rights over receivables of the Purchaser together with all assets. In case there are goods under retention of title, the Purchaser shall be obliged upon the written request by KRONOSPAN to notify the debtors for the transfer of receivables to the benefit of KRONOSPAN.

In case the goods under reservation of title are inseparably assembled or mixed with goods of other suppliers, KRONOSPAN shall co-own the new product in the proportion of the value of the goods under reservation of title (invoice amount plus value added tax) to the other processed goods at the time of processing. In the case where the Purchaser sell goods under reservation of title, the Purchaser shall be obliged to keep the authorization of KRONOSPAN for processing. The Purchaser shall notify KRONOSPAN of the sale of the goods under reservation of title. KRONOSPAN shall be regarded as the owner of the collateral for the purpose of the collateral being available to KRONOSPAN to be secured respect of the receivables of KRONOSPAN.

If another supplier is entitled to lawfully claim extended reservation of title concerning receivables of the Purchaser, the Purchaser shall not be entitled to present any rights against KRONOSPAN. In the cases where the Purchaser sell goods under reservation of title, the Purchaser shall be obliged to keep the authorization of KRONOSPAN for processing. The Purchaser shall notify KRONOSPAN of the sale of the goods under reservation of title. KRONOSPAN shall be informed of the sale of the goods under reservation of title as soon as possible in writing. KRONOSPAN shall acquire to the full extend the rights over receivables of the Purchaser together with all assets. In case there are goods under retention of title, the Purchaser shall be obliged upon the written request by KRONOSPAN to notify the debtors for the transfer of receivables to the benefit of KRONOSPAN.

Until cancelled, the Purchaser is entitled to collect the assigned claims. Out of the legitimate reason, like default in payment, the Purchaser is to be in any case to return the contract goods. The Purchaser agrees that dissimilar takings may also be offset the same way. The Purchaser shall be obliged to keep the authorization of KRONOSPAN for processing. The Purchaser shall notify KRONOSPAN of the sale of the goods under reservation of title. KRONOSPAN shall be regarded as the owner of the collateral for the purpose of the collateral being available to KRONOSPAN to be secured respect of the receivables of KRONOSPAN.

The Purchaser must note do not mediate to the benefit of the Supplier any modifications or other changes. The Purchaser must also notify the Supplier of all circumstances which may impair the quality and the correct functionality of the contract products. The Purchaser is responsible for the proper inspection of the contract products. The Purchaser shall - if necessary - have the products checked by an expert. The Purchaser is entitled to collect a prohibitively high payment in case the defects notified are not or not sufficiently corrected. The Purchaser is entitled to demand immediate payment in case due to the supplier’s default the warranty period for the contract products expires. If another supplier is entitled to lawfully claim extended reservation of title concerning receivables of the Purchaser, the Purchaser shall not be entitled to present any rights against KRONOSPAN. In the cases where the Purchaser sell goods under reservation of title, the Purchaser shall be obliged to keep the authorization of KRONOSPAN for processing. The Purchaser shall notify KRONOSPAN of the sale of the goods under reservation of title. KRONOSPAN shall be regarded as the owner of the collateral for the purpose of the collateral being available to KRONOSPAN to be secured respect of the receivables of KRONOSPAN. In case of retention of title, the Purchaser shall acquire such part of the rights over receivables of the Purchaser as corresponds to the value of the goods. In the cases of this paragraph the Purchaser shall be obliged upon the written request by KRONOSPAN to notify the debtors for the transfer of receivables to the benefit of KRONOSPAN.

Under Section 449 BGB, the Purchaser may demand immediate repayment in cash of any amount due. Under Section 449 BGB, the Purchaser may demand immediate repayment in cash of any amount due. Under Section 449 BGB, the Purchaser may demand immediate repayment in cash of any amount due.

KRONOSPAN may demand immediate repayment in case the Purchaser fails to make timely payment. Further claims of KRONOSPAN shall remain unaffected thereby. KRONOSPAN may, in the case of breach of contract, however, also demand immediate payment of a proportionate amount. Further claims of KRONOSPAN shall remain unaffected thereby. The Purchaser is obliged to provide KRONOSPAN with a detailed list of any reserved goods also to the extent that the reserved goods are inseparably assembled or mixed with goods of other suppliers. KRONOSPAN shall have the right to demand immediate repayment in case the Purchaser fails to make timely payment. Further claims of KRONOSPAN shall remain unaffected thereby.

The Purchaser is obliged to provide KRONOSPAN with a list which expresses the free of charge and without any deductible claim. In the case of the Purchaser’s default in payment, the Purchaser is to be in any case to return the contract goods. The Purchaser agrees that dissimilar takings may also be offset the same way. The Purchaser will be deemed to be in default of payment if no or insufficient trade credit insurance coverage is given. The Purchaser is obliged to provide KRONOSPAN with a list which expresses the free of charge and without any deductible claim. In the case of the Purchaser’s default in payment, the Purchaser is to be in any case to return the contract goods. The Purchaser agrees that dissimilar takings may also be offset the same way.

In case of retention of title, the Purchaser shall acquire such part of the rights over receivables of the Purchaser as corresponds to the value of the goods. In the cases of this paragraph the Purchaser shall be obliged upon the written request by KRONOSPAN to notify the debtors for the transfer of receivables to the benefit of KRONOSPAN.

In case the goods under reservation of title are inseparably assembled or mixed with goods of other suppliers, KRONOSPAN shall co-own the new product in the proportion of the value of the goods under reservation of title (invoice amount plus value added tax) to the other processed goods at the time of processing. In the case where the Purchaser sell goods under reservation of title, the Purchaser shall be obliged to keep the authorization of KRONOSPAN for processing. The Purchaser shall notify KRONOSPAN of the sale of the goods under reservation of title. KRONOSPAN shall be regarded as the owner of the collateral for the purpose of the collateral being available to KRONOSPAN to be secured respect of the receivables of KRONOSPAN.