

- 9.3. In cases where after the closing of the contract doubts arise regarding the contract partner's ability to pay PLANATOL System GmbH's claims or his creditworthiness PLANATOL System GmbH is entitled to render performance only after the contract party's performance or versus collateral in the form of a directly enforceable, irrevocable guarantee from a German major bank. In case the contractual partner does not comply with this request even after the fixing of a time period for performance including a notice of the intention to rescind the contract after the set period of time, PLANATOL System GmbH may rescind the contract, excluding any rights for compensation of the contract party.
- 9.4. The contract party may, especially in cases of notification of defects, settle against claims of PLANATOL System GmbH or exercise his right to retention only if his claim has not been disputed or if it has become res judicata.

10. Reservation of Title

- 10.1. PLANATOL System GmbH reserves full title to the agreed goods until full payment of the agreed payment has been made.
- 10.2. The contract party is entitled to convert the goods under retention of title, however title will extend to the converted goods. PLANATOL System GmbH as contractor of the intermediate product will be the proprietor of the converted goods under the exclusion of § 950 BGB. The contract party or converting party, as applicable, will be custodian only.
- 10.3. If the goods under retention of title are combined with other goods or converted to other works to which PLANATOL System GmbH does not have title, PLANATOL System GmbH will become a joint owner to the new works, proportional to the value of the goods under retention of title to the other goods.
- 10.4. The goods under retention of title may only be sold within the regular and orderly course of business and only if claims from re-sales have not been ceded to third parties prior to the sale. The contract party hereby assigns his future claims in connection with the resale to PLANATOL System GmbH in advance, this includes cases when PLANATOL System GmbH's goods are combined with others or are converted. In these instances the assigned claims will serve as collateral for PLANATOL System GmbH only to the extent they equal the value of the agreed goods. PLANATOL System GmbH will not collect the assigned claims as long as the contract party honors his payment obligations.
- 10.5. The contract party however is obliged to disclose the third party debtors to PLANATOL System GmbH and make notice of the assignment to those. He is entitled to collect the claims himself as long as PLANATOL System GmbH has not advised him to proceed otherwise. He must transfer the moneys collected to PLANATOL System GmbH immediately insofar as PLANATOL System GmbH's claims are due.
- 10.6. PLANATOL System GmbH agrees to release the assigned claims at PLANATOL System GmbH's option insofar as they exceed the claims to be secured for PLANATOL System GmbH by more than 10% and stem from fully paid deliveries.
- 10.7. Any pledging and transfer of ownership in relation to the goods under retention of title by way of security is not permissible.
- 10.8. The contract party must inform PLANATOL System GmbH of any third party access to the goods delivered under retention of title or to any claims immediately.
- 10.9. In case an agreement according to this Clause 10 is impermissible under the laws of the contract party's state, PLANATOL System GmbH will retain all other rights to the agreed goods that PLANATOL System GmbH is permitted to retain under the laws of the contract party's state.

11. Intellectual Property

- 11.1. Offering material, cost estimates, drafts, drawings, and calculations ("**Documents**") shall remain the sole property of PLANATOL System GmbH and may not be copied or made available to third parties without PLANATOL System GmbH's written consent. If a contract is not closed, PLANATOL System GmbH's Documents must be returned immediately and complete and eventual copies made must be destroyed.

- 11.2. In case inventions are made by PLANATOL System GmbH within the scope of the business relationship, PLANATOL System GmbH shall solely be entitled to make use of the rights deriving therefrom, especially of patents.

12. Place of Performance, Jurisdiction, and Applicable Law

- 12.1. Place of Performance for deliveries and other performance is the place of PLANATOL System GmbH's registered seat.
- 12.2. It is agreed that performance is to be discharged at the domicile of the debtor ("Holschuld"), requiring the works to be collected at PLANATOL System GmbH's registered seat. The risk of accidental loss and deterioration will be carried by the contract party as soon as PLANATOL System GmbH has informed him in oral and written form, via fax or email, that the works are ready to be collected. Insofar as the contract party wishes the agreed works to be delivered to a location different from PLANATOL System GmbH's registered seat, PLANATOL System GmbH is hereby authorized to conclude a respective contract for shipping in the name of and at the cost of the contract party with a contractor to be chosen by PLANATOL System GmbH (see also Clause 4.1).
- 12.3. For all current and future claims from the business relationship with merchants, a corporate body organized under public law, or separate assets under public law the exclusive place of jurisdiction shall be with the registered seat of PLANATOL System GmbH. PLANATOL System GmbH however shall be entitled to file a complaint against the contract party at the contract party's registered seat.
- 12.4. The contractual relationship including all future agreements is submitted to the Laws of the Federal Republic of Germany, exclusive of the United Nations Convention on Contracts for the Sale of Goods (CISG) and laws referring to other legal systems.

13. Severability

If an individual provision is invalid, the rest of the contract shall remain unaffected. The invalid provision shall be substituted by the legally permissible provision that equals the intended commercial purpose or comes closest to it.

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