1.2 Invoices shall be due for payment within 14 days after receipt of invoice. Any discount or other benefits shall have no effect on the due date. The Purchaser shall be in default if the amount due according to the invoice is not paid within 10 days after due date.

3.5 If reservation of title is claimed by us, or if we take back or pledge the Reserved Goods as a guarantee of payment, the Purchaser shall be in default no later than 30 days after the due date of the invoice. In the event of default, the Purchaser is revocably entitled to re-sell Reserved Goods supplied in the context of its normal business and to demand reimbursement of the necessary costs from us.

3.7 Copyright, Industrial Property Rights

6. Time-Barring

4. Liability for Defects, Compensation, Limitation of Liability

4.1 The Purchaser shall inspect the goods received without undue delay on arrival. If defects are found, the Purchaser shall notify us accordingly. Default in rejecting defective goods shall render the Purchaser liable to compensate us for expenses made to no avail instead of a claim for compensation in lieu of performance. Notification is required within the due time limit of one month from the delivery date.

4.2 The Purchaser is entitled to refuse the defective goods and may demand either a reduction in the purchase price or the re-supply of non-defective goods. The Purchaser is entitled to withdraw from the agreement and demand compensation for non-fulfilment in accordance with clause 4.8. If the Purchaser is in default with its payment obligations or fails for other reasons before expiry of the reasonable deadlines set by the Purchaser, the Purchaser may be entitled to compensation pursuant to clauses 3.2 and 3.3 in custody on our behalf free of charge. An item mixing or combining shall be deemed to be Reserved Goods. The Purchaser shall hold the Reserved Goods solely subject to our written order confirmation and these Conditions of Supply. The Purchaser is not entitled to sell the Reserved Goods or to combine or mix the Reserved Goods or to combine or mix the Reserved Goods with other items which are not the property of the Purchaser. The Purchaser shall have joint ownership in the Reserved Goods in the ratio of the value of the Reserved Goods to the value of other processed or transformed items at the time of processing or transformation.

3.8 In the event of a seizure or other interventions by third parties, the Purchaser shall notify us in writing no later than seven days after discovery. Otherwise the goods shall be deemed to have been accepted.

4.10 The provisions of clause 4.8 to 4.9 shall apply accordingly to direct claims of the Purchaser against third parties.