3. Retention of Title

3.1. Without prejudice to the provisions of Clause 2.10, in respect of transfer of risk, title to the Products to the Purchaser prior to the delivery date stated. If a delivery date has been agreed, the Purchaser hereby assigns to us all claims, including ancillary rights, (hereafter such products shall be referred to as the “Reserved Products”). The Purchaser is entitled to demand the Reserved Products be surrendered immediately, to collect these from the Purchaser. The Purchaser has no right of possession in the Reserved Products. The Purchaser’s order does not mean that FAULHABER recognizes the Purchaser’s standard terms and conditions, which differ from the Conditions of Supply. By carrying out the order and accepting the delivery, the Purchaser agrees to these Conditions of Supply. The following conditions. Moreover, FAULHABER requires the Purchaser to specifically approve the Conditions of Supply in writing and to inform FAULHABER of any objections. The Conditions of Supply apply even if, and to the extent, confirmed by FAULHABER in writing and only in respect of the offers and orders to which they apply. With respect to the other offers and orders, the Conditions of Supply are null and void in full force and effect.

1. Price

1.1. FAULHABER’s prices are ex works, excluding statutory value-added tax (VAT) and packaging.

2. Delivery Time

2.1. The times stated in the order or in the order confirmation shall be estimates only. In no event shall such delivery times be deemed to be firm dates, unless expressly agreed otherwise in writing. The delivery dates shall be deemed to be met if, by the date of the invoice, the Products are ready for dispatch and the Purchaser has been notified accordingly. In such event, the Products to the Purchaser prior to the delivery date stated. If a delivery date has been agreed, upon this shall commence on the date of FAULHABER’s order confirmation. Failure to observe the delivery terms and conditions shall not relieve the Purchaser of the following pre-requisites all fulfilled: (i) timely receipt of the documents to be provided by the Purchaser; (ii) charges, permits and consents required; (iii) timely clarification and approval from the Purchaser of the plans; (iv) the Purchaser’s compliance with the agreed payment terms and payment obligations. If these prerequisites are not fulfilled in time, the Products will be stored at the Purchaser’s cost and risk, according to the delivery terms as a result of the force majeure event. In such event, the delivery date shall be deemed to have been met if, by this date, the products have left FAULHABER’s premises or the products are ready for dispatch and the Purchaser has been notified accordingly.

2.2. The delivery time is determined by the amount of time that would be required to manufacture and deliver the Products which are due to force majeure. This includes strikes and lock-outs, even if these occur at the customer’s premises. The delivery time is extended if unforeseen occurrences within the meaning of Clause 2.2 last longer than 3 months beyond the delivery date.

3. If unforeseen occurrences within the meaning of Clause 2.2 last longer than 3 months each party shall be entitled to withdraw from the agreement (“recedere dal contratto”) without any notice of default. As an alternative, the agreement may be amended so that the additional costs incurred and the changes needed in the products to be determined as a result, such that the delivery times as a consequence of the force majeure event. In such event, the agreement shall be considered terminated. In such event, the agreement shall be considered terminated.

4. In the event of an amendment of a delivery time, FAULHABER shall be entitled to withdraw from the agreement within a period of 5 working days after notification to the Purchaser. If a party intends to withdraw from the agreement it shall inform the other party without undue delay after gaining knowledge of the implications of the event, even if an extension of the delivery time has been agreed.

5. The provisions regarding any excessive supervening onerousness (“eccessiva onerosità soggettiva” or “sopravvenuta”, (Sections 1467 and following of the Italian Civil Code) remain applicable and unaffected hereby.

6. The Purchaser is entitled to terminate the agreement in case of late delivery, pursuant to the laws of the Republic of Italy, with the exclusion of the Convention on International Sales of Goods 1980.

7. The Purchaser is entitled to terminate the agreement in case of late delivery, pursuant to the laws of the Republic of Italy, with the exclusion of the Convention on International Sales of Goods 1980.

8. FAULHABER shall be liable to the Purchaser for all intellectual and industrial property rights in the products, packing, user instructions and any other material supplied by FAULHABER, that can be enforced, and/or may be obtained in connection with the purchase of the products, user instructions or any other material supplied by FAULHABER. FAULHABER shall not be used to transfer any intellectual property rights in the products, packing, user instructions or any other material supplied by FAULHABER, FAULHABER’s exclusive property.

9. FAULHABER shall be liable to the Purchaser for all intellectual and industrial property rights in the products, packing, user instructions and any other material supplied by FAULHABER. FAULHABER shall not be used to transfer any intellectual property rights in the products, packing, user instructions or any other material supplied by FAULHABER. FAULHABER shall be liable to the Purchaser for all intellectual and industrial property rights in the products, packing, user instructions and any other material supplied by FAULHABER. FAULHABER shall be liable to the Purchaser for all intellectual and industrial property rights in the products, packing, user instructions and any other material supplied by FAULHABER.