The mandatory liability under the Product Liability Act remains unsullied. 

Limitation period

The limitation period for claims regarding defects in the final product is one year from the time of delivery of the goods to the customer, except where non-revocable provisions may stipulate a longer limitation period. 

The limitation period in the event of service to the supplier pursuant to Sec. 479 and 479a BGB shall be calculated from the moment in question, calculated from the time of delivery of the defective goods to the customer. 

Reduction of title

The goods delivered by us remain our property until the purchase price has been paid in full. If the customer has paid the purchase price for the goods delivered to us, but further disputes arise out of the business relationship with us have not yet been finally settled or arbitral proceedings have not been concluded, the title of the goods delivered to us is in relation to title of the other materials. If and when the goods delivered to us are combined or blended with material owned by the customer such that the material owned by the customer is to be regarded as a component of the title of the goods delivered by us, such title is in relation to the material of the goods delivered by us. 

The customer is not entitled to resell the goods only if we have sole or joint title in the original purchase contract as long as the customer complies in a timely fashion with obligations arising from the business relationship with us. The customer agrees to, already at the time of the franchisee’s entry into the agreement, all remaining purchase claims to which we are entitled regardless of the title of the new goods sold by or to our customer to the customer owner. 

The customer is not permitted to resell items that will be used in the third party’s own business or in the event of delay or other interventions by third parties with regard to a property that is subject to retention of title, if the customer was notified in writing or to the extent of the customer’s own safety regulations, the customer is subject to the strictest duty to inform us immediately. 

The customer is required to inform us at any time of any change in his circumstances or other relevant data for the purpose of retention of title. The customer must provide us with all necessary information regarding the inventory of the goods owned by us or the receivables assigned to us. 

If we fail to effect a cure, the customer is entitled to terminate the sales contract with immediate effect, and the customer is not obliged to provide for the (remaining) consideration; we will reimburse the customer for costs and expenses incurred in this context. 

If the termination of title is permitted in the provisions of this Sec. 4, it is not valid insofar as the laws of the state where the goods are located, the sublegal form of security that arises consistently authorizes retention of title in such a claim is deemed agreed between the Parties. 

Final provisions

Place of performance of our customer’s obligations is Hamburg. 

Subject to individual provisions of these General Terms and Conditions be invalid, such circumstances shall not affect the validity of the remaining provisions.