§ 5 Prices

(1) Deliveries are made at the respective valid prices of HTCo as stipulated in the order. All prices apply ex work or ex shipment. All prices are quoted ex works, to which value added tax must be added as well as costs for transport, insurance up to the transport risk of the contract. (2) HTCo is entitled to increase prices, if and when any time between the signature of the Contract increases of product prices have occurred, especially due to raw material price increases.

§ 6 Payment and Set Off

(1) If the delivery takes place by HTCo without delay and without any deduction upon receipt of the invoice before the due date.

(2) In the case of default in payment, HTCo shall be entitled to hand back the Goods to be delivered to the Customer until full payment of the amount due is made.

(3) In addition, in the case of default in payment, the statutory interest is due. All costs of recovery of the goods in connection with the contract, including the costs with respect to the recovery of these goods are for the account of the Customer. Any costs related to recovery of the claim to be claimed from sorting third parties are to be calculated at the rate these third parties may charge in accordance with the rules and regulations applicable to them.

(4) The Customer shall be entitled to set off any credits or rights of retention only against claims which are uncontested, unreviewed, or where the respective degree of realizable value is available.

(5) The Customer is not entitled to set off the claims referred to in paragraphs (1) to (4) only if the delivery of the Goods is without permission of HTCo.

(6) If the delivery is after the conclusion of the agreement, or after the delivery, that the delivery of the Goods is no longer financially sound, which may appear from any mismatch of prices, executed against the Customer, or required of capital, HTCo may directly claim all receivables. In all these cases, and if receivables due remain unpaid despite payment reminders, HTCo may insist on a prepayment or second payment (or cash on delivery) with regard to future deliveries. If a Customer does not fulfill these requirements, HTCo reserves the right to rescind the agreement and to claim direct payment of the delivery. On the other hand, the Customer shall pay all costs of HTCo and of commercial terms of profit, up to the moment of rescission.

§ 7 Retention of Title

The Customer is entitled to hold back the Goods delivered until the full payment of the order is made. The Goods remain the property of HTCo until the performance of the Contract is received. The title of the Goods may not be transferred before HTC has been paid. Otherwise, the Customer is not permitted to resell the Goods. Repossessing the Goods or stopping further deliveries is not considered a rescission of the agreement unless clearly specified by HTCo in writing. In event of an order to repossess the Goods and to set of the net proceeds against the debit of the Customer.

The Customer must keep the Goods delivered in a flawless condition while in his possession subject to the conditions of like. Furthermore, he must insure the Goods delivered against risk of loss. In case of damage arising from fire, burglary and other insurable risks, the Customer is excluded. If HTC is entitled to any payments being overdrawn, entitles HTCo to repossess the Goods. Repossessing the Goods or stopping further deliveries is not considered a rescission of the agreement unless clearly specified by HTCo in writing. In event of an order to repossess the Goods and to set of the net proceeds against the debit of the Customer.

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