



Safety is for life.™

General Terms and Conditions of Sale

Effective: 01.02.2023

I. General Provisions

1 Scope

- 1.1 Contractual partner of the purchaser or customer (hereinafter referred to as "Customer") is REMBE® GmbH Safety+Control (hereinafter referred to as "REMBE®"), Gallbergweg 21, 59929 Brilon, Germany, represented by the Chief Executive Officer Stefan Penno, MBP BA IBA.
- 1.2 The following terms and conditions of sale shall apply to all present and future contracts and business relations between REMBE® and the Customer. Deviating, conflicting or supplementary general terms and conditions shall not become part of the contract even if REMBE® provides the deliveries or services without reservation despite being aware of the Customer's terms and conditions, unless their validity is expressly agreed to.
- 1.3 The offers of REMBE® are exclusively addressed to entrepreneurs within the meaning of Section 14 BGB (German Civil Code). These terms and conditions of sale shall therefore apply exclusively to entrepreneurs.

2 Offer and Conclusion of Contract

- 2.1 The offers of REMBE® are subject to change and non-binding. An order by the Customer represents a binding offer which REMBE® can accept within 14 days by sending a written order confirmation, unless otherwise stated.
- 2.2 All agreements between REMBE® and the Customer made upon conclusion of the contract in connection with the transaction are set down in writing in the contract, including these terms and conditions of sale. The employees of REMBE® are not authorized to make verbal agreements deviating from the written contract.

3 Terms of Payment

- 3.1 The prices quoted by REMBE® are without discount or other deduction in Euro excluding freight, packaging, insurance and handling plus value added tax valid on the day of delivery, if applicable.
- 3.2 Unless otherwise agreed with the Customer in text form, payments shall be made net within 30 calendar days. Checks, money orders and bills of exchange will not be accepted.
- 3.3 The invoices shall be deemed accepted if no objection is made in text form within 30 days of the invoice date.
- 3.4 The Customer shall be in default even without a reminder from REMBE® if he does not pay the remuneration owed within 30 days after the due date and receipt of the invoice or an equivalent payment schedule. If the Customer is in default with a payment, REMBE® shall be entitled to claim interest from the relevant point in time in accordance with Section 288 para. 2 BGB (German Civil Code). REMBE® reserves the right to prove higher damages.
- 3.5 The Customer shall only be entitled to offset or to assert rights of retention on the basis of counterclaims if either the counterclaims have been finally awarded by a court, acknowledged by REMBE® or are undisputed. This restriction does not apply to counterclaims of the Customer due to defects or the partial non-fulfillment of the contract insofar as these are based on the same contractual relationship as the claim of REMBE®.

4 Time of Delivery and Performance

- 4.1 The compliance of REMBE® with delivery and performance deadlines requires that the Customer fulfills his contractual obligations in due time, in particular any obligations to cooperate which are necessary for the performance of services by REMBE®. If REMBE® is culpably unable to meet an expressly agreed deadline or is in default for other reasons, the Customer shall grant a reasonable grace period – starting from the day of receipt of the notice of default in text form by REMBE® or in the case of the deadline determined by calendar such determined date. After fruitless expiry of this grace period, the Customer shall be entitled to withdraw from the contract. The setting of a grace period is not required in the cases stipulated in Sections 323 para. 2 BGB (German Civil Code), 376 HGB (German Commercial Code).
- 4.2 Force majeure, labor disputes, riots, official measures (such as decrees or orders at federal, state or municipal level) and other unforeseeable, unavoidable and serious events (not exhaustive) such as a national/international epidemic/pandemic which prevent REMBE® from fulfilling its contractual obligations shall release REMBE® from its performance obligations for the duration of the disruption and to the extent of its effect. The delivery and performance deadlines shall be extended by the duration of the hindrance plus a reasonable restart phase. Due to the international movement and trade of goods as well as e.g. the deployment of personnel from the European member states, the preceding and following provisions shall also apply in the event that cases of force majeure occur and/or orders/dispositions or comparable measures are taken by a higher authority outside the Federal Republic of Germany and these have an effect on the supply chains of goods and the deployment of personnel (e.g. due to bans on leaving and/or entering the country) and thereby prevent REMBE® from the timely performance of services. Neither of the parties may assert claims for damages or reimbursement of expenses in a case of force majeure and/or orders/dispositions or comparable measures by a higher authority.

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REMBE® GmbH Safety+Control

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If the effect of force majeure and/or orders/dispositions or comparable measures by a higher authority should last longer than three months, the contractual parties undertake to negotiate an adjustment of the contract without delay and to reach an agreement at the latest within a period of one month from the request of either party. Negotiations shall be conducted on the basis of the contractual risk structure. If no agreement is reached, either party may terminate the contract extraordinarily. In this case, the services already rendered and executed shall be in-voiced according to the contract prices.

5 Liability

- 5.1 Subject to the following provisions, REMBE® shall only be liable insofar as the Customer asserts claims which are based on intent or gross negligence or a culpable breach of essential contractual obligations. Essential contractual obligations are those whose fulfillment is necessary for the achievement of the purpose of the contract and on whose compliance the Customer regularly relies and may rely on. Insofar as REMBE® is liable hereunder for simple negligence, the obligation to pay compensation for property damage and further financial losses resulting therefrom shall be limited to the reasonably foreseeable damage typical for the contract at the time of the conclusion of the contract, up to a maximum of the amount covered by the liability insurance, amounting to EUR 10,000,000.00 for property damage and EUR 1,000,000.00 for financial losses per case of damage.
- 5.2 Insofar as REMBE® is liable due to delay pursuant to the statutory provisions, the liability for damages caused by delay (damages in addition to performance) shall be limited to 5% of the net price of the delayed delivery or performance insofar as REMBE® has not acted with intent or gross negligence. For damages in lieu of performance Section 5.1 shall apply.
- 5.3 The limitations of liability shall not apply to claims based on culpable injury to life, limb or health or to claims based on the assumption of a guarantee or to mandatory liability under the Product Liability Act.
- 5.4 Any further liability is excluded irrespective of the legal nature of the asserted claim. Insofar as the liability of REMBE® is excluded or limited, this shall also apply to the personal liability of the employees, representatives and vicarious agents of REMBE®.

6 Surrender of Documents of the Customer; Industrial Property Rights

The Customer shall release and indemnify REMBE® from all claims of third parties in connection with industrial property rights to drawings and documents provided to REMBE® by the Customer. REMBE® undertakes to use photocopies and other reproductions exclusively for the purpose of calculations and production and not to pass them on to third parties; passing them on to companies affiliated with REMBE® is permitted.

7 Specifications of the Customer

If drawings or other technical elaborations are prepared at the Customer's request according to the Customer's specifications and on the basis of the information provided by the Customer, the requirements resulting from the Customer's information shall be taken as the decisive basis. REMBE® shall point out to the Customer obvious errors or incompleteness of the information provided by the Customer. REMBE® has no further obligation to check the correctness and completeness of the information. The Customer shall check the technical elaborations and inform REMBE® immediately if the assumptions on which they are based are incorrect.

8 Rights in Documents and Software, Confidentiality

- 8.1 REMBE® expressly reserves the property rights, copyrights and other industrial property rights to offers, drawings, technical elaborations, planning documents, calculations and other documents prepared by REMBE® and provided to the Customer even after they have been provided to the Customer. The Customer is obliged to treat all documents provided by REMBE® to the Customer confidentially. They may only be passed on to third parties with the prior written consent of REMBE®. They may only be used or changed beyond the purpose of the contract by REMBE® or with the prior written consent of REMBE®. The Customer shall be obliged to keep business secrets, in particular procedural data of REMBE® products as well as manufacturing data, secret and not to pass these on to third parties except if and insofar as the Customer is obliged to disclose due to legal regulations or official or judicial orders. In such case, REMBE® must be informed in advance.
- 8.2 The Customer may only use software programs provided by REMBE® within the framework of the contractual relationships. Any passing on, transfer of use, duplication etc. to third parties without the prior written consent of REMBE® is not permitted.

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9 Compliance with Legal Requirements

Both parties undertake to comply with the legal provisions applicable to them. The parties undertake to conduct their business in accordance with the principles of fair competition and to take appropriate measures to ensure that their legal representatives and employees do not offer, promise or grant any improper advantages in order to influence business decisions, nor do they accept any such advantages themselves.

10 Applicable Law, Place of Performance, Place of Jurisdiction

- 10.1 Place of performance and – subject to Section 10.2 – exclusive place of jurisdiction regarding deliveries and payments as well as all disputes arising between the parties from the contracts concluded between them shall be the registered office of REMBE®.
- 10.2 If the customer has its registered office outside the European Economic Area or Switzerland, it is agreed that all disputes arising out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with these rules in the case of a value in dispute exceeding EUR 100,000.00, and by one arbitrator appointed in accordance with these rules in the case of a value in dispute of up to EUR 100,000.00. The place of arbitration shall be Dusseldorf. The language of the arbitration proceedings shall be English.
- 10.3 The relations between the contractual parties shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the CISG is excluded.

11 Language

In the event of language ambiguities with regard to translations of the terms and conditions of sale or in the event of other cases of doubt and interpretation, the German text version shall be the ultimately binding version.

12 Partial Ineffectiveness

Should any provision of these terms and conditions of sale be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions of the terms and conditions of sale. Instead of the invalid or unenforceable provision, the respective statutory provisions shall apply.

II. Special Provisions for Sales Contracts

In addition to the general terms and conditions in Section I, the following special provisions shall apply to purchase agreements:

13 Delivery Conditions

- 13.1 The delivery time shall be deemed to have been complied with if the delivery item has left REMBE® by expiry of the agreed delivery period or if the Customer has been notified that the delivery item is ready for dispatch.
- 13.2 Loading and shipment shall take place uninsured at the risk of the Customer. REMBE® shall endeavor to take into account the wishes and interests of the Customer with regard to the type of dispatch and the dispatch route; any additional costs resulting therefrom – even in the case of agreed freight-free delivery – shall be borne by the Customer. The Customer shall arrange transport insurance at its own expense.
- 13.3 The transfer of risk shall be determined in accordance with the Incoterm 2020 selected in each case. Unless otherwise agreed, delivery shall be FCA from the registered office of REMBE®. The Customer shall bear the loading, transport and unloading risk at the latest as of handover of the goods to the carrier. This shall also apply if REMBE® bears the transport costs. In case of collection of the goods by the Customer at the premises of REMBE® the risk, e.g. of damage or destruction, shall pass to the Customer upon receipt of the goods.
- 13.4 If the goods are ready for dispatch and if dispatch or acceptance is delayed for reasons for which REMBE® is not responsible, the risk shall pass to the Customer upon receipt of the notification of readiness for dispatch. Goods which have been made ready for dispatch must be collected by the Customer without delay, at the latest, however, after the expiry of a period of 10 days after notification. If the goods are not collected, REMBE® shall be entitled to store the goods at the expense and risk of the Customer at its own discretion.

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14 Defect Rights

- 14.1 The Customer shall immediately check the product/software etc. for defects and completeness. Obvious defects must be reported in text form immediately upon receipt, otherwise the assertion of defect rights is excluded. Timely dispatch shall be sufficient to meet the deadline. Further statutory obligations to inspect and give notice of defects shall remain unaffected. Notifications of defect must always be made in text form. The Customer shall bear the full burden of proof for all claim prerequisites, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.
- 14.2 REMBE® does not assume any liability for the usability of the product within the overall system existing at the (end) Customer unless the usability has been assured separately in writing by REMBE®.
- 14.3 REMBE® shall not be obliged for supplementary performance if the Customer has not given notice of defect in text form in due time. The Customer shall grant REMBE® – with the exception of the cases specified in Sections 323 para. 2, 281 para. 2 and 440 BGB (German Civil Code) – a reasonable deadline for supplementary performance for each individual defect. The place of supplementary performance pursuant to Section 439 para. 2 BGB (German Civil Code) shall be the registered office of REMBE®.
- 14.4 In the case of defects in the product/software etc. REMBE® shall initially provide supplementary performance (at the choice of REMBE® remedy of the defect or delivery of a defect free product/software), insofar as this does not result in a disproportionate burden for REMBE®. REMBE® shall only be liable for any damages of the Customer (e.g. business interruption, loss of profit etc.) which arise in connection with the remediating or replacement delivery of REMBE® products if REMBE® is responsible for the underlying breach of duty.
- 14.5 If the supplementary performance fails, whereby a supplementary performance is deemed to have failed with the second unsuccessful attempt, or if REMBE® has refused the supplementary performance altogether or has unreasonably delayed it, the Customer can, at his discretion, demand a reduction of the remuneration or declare the withdrawal from the contract. In the case of only a minor breach of contract, in particular in the case of only minor defects, however, the Customer shall not be entitled to withdraw from the contract. REMBE® shall be entitled to refuse the type of supplementary performance chosen by the Customer if it incurs disproportionate costs. During the supplementary performance the reduction of the remuneration or the withdrawal from the contract by the Customer shall be excluded.
- 14.6 The Customer's rights in respect of defects shall become time-barred, in each case beginning with the delivery of the product/goods,
- a) in the case of an item which is used in accordance with its usual manner of use for a building and for which REMBE® has undertaken to install/assemble it, 5 years, unless it concerns mechanical and electrotechnical/electronic systems for which the maintenance has an influence on the safety and functionality; this shall be 2 years if the Customer has decided not to assign the maintenance to REMBE® for the duration of the limitation period,
 - b) one year in the case of other items; this shall also apply to the limitation period for claims under a right of recourse in the supply chain pursuant to Section 445b para. 1 BGB (German Civil Code). The suspension of expiry under Section 445b para. 2 BGB (German Civil Code) shall remain unaffected.
 - c) in the event of injury to life, body or health and in the event of an intentional or grossly negligent breach of duty by REMBE® as well as in the event of fraudulent concealment of a defect or in the event of the assumption of a guarantee of quality, the statutory limitation periods shall apply.
 - d) if the defect consists in a right in rem of a third party on the basis of which surrender of the object of sale can be demanded or in another right which is registered in the land register, the 30-year limitation period of Section 438 para. 1 no. 1 BGB (German Civil Code) shall apply.

15 Retention of Title

- 15.1 REMBE® retains ownership of the sold item until all outstanding claims from the business relationship with the Customer, irrespective of the legal grounds, have been settled. For the duration of the retention of title, the Customer shall be obliged to inform REMBE® immediately of any access of third parties to the goods, for example in the case of a seizure, as well as any damage to or destruction of the goods, to provide REMBE® with the information necessary for a legal prosecution and to provide necessary documents. The Customer shall notify REMBE® immediately of a change of possession of the goods.
- 15.2 If the Customer does not meet his payment obligation despite a reminder, REMBE® can withdraw from the contract in accordance with the statutory requirements and demand the surrender of the goods subject to the retention of title and remaining in the ownership of REMBE®. The Customer shall bear the transport costs incurred in this case.
- 15.3 If goods subject to retention of title are processed by the Customer to form a new movable item, the processing shall be carried out in the name and on behalf of REMBE®. If processing takes place with objects not belonging to REMBE®, REMBE® shall acquire co-ownership of the new object in proportion to the value of the goods delivered by REMBE® to the other processed objects. The same shall apply if the goods are mixed, blended or combined with other objects not belonging to REMBE®. If the Customer acquires sole ownership as a result of combining, mixing or blending, he now already transfers co-ownership to REMBE® in proportion to the value of the goods subject to retention of title to the other goods at the time of combining, mixing or blending. In these cases the Customer shall store the item owned or co-owned by REMBE® free of charge. If goods subject to retention of title in which REMBE® has co-ownership are sold by the Customer, the assignment of the claims shall extend to the amount which corresponds to the value of the co-ownership share of REMBE®. In all other cases, the Customer shall assign to REMBE® the claims against the purchaser arising in the event of the sale of the goods subject to retention of title in the amount of the goods subject to retention of title. REMBE® hereby accepts such assignments.

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- 15.4 If the retention of title or the assignment is not effective under the laws in which area the goods are located, the security corresponding to the retention of title or the assignment in this area shall be deemed agreed. If the Customer's cooperation is required for the establishing of such rights, he shall be obliged to take all reasonable measures (such as registration or publication requirements) at his own expense which are necessary for the establishing and maintenance of such rights.

16 Compliance with Foreign Trade Regulations

- 16.1 The Parties are mutually obliged to comply with all economic sanctions, export control regulations and import restrictions under applicable German and EU law; this shall also apply with respect to applicable US and other national law to the extent that German or European legal provisions do not conflict therewith („Applicable Foreign Trade Law“).
- 16.2 If the entering into of this contract or the provision of a service owed under this contract requires a permit on the basis of the Applicable Foreign Trade Law, the entire contract shall be subject to the condition precedent that such a permit is granted.
- 16.3 If REMBE® has any doubts as to whether restrictions under the Applicable Foreign Trade Law are relevant, it may require that a legally conclusive statement has to be obtained from the competent authority (e.g. "blank notice"). REMBE® shall not be liable for delays caused by the fact that a required permit or legally conclusive statement is granted late despite the application being made in due time. REMBE® is also not liable for delays that occur in connection with official measures. REMBE® is entitled but not obliged to challenge a formal decision of the competent authorities or take legal action in case of unduly lengthy duration of administrative proceedings. The Parties shall mutually assist each other ("duty to cooperate") in particular by providing all necessary information and documents in order to examine and comply with any legal restrictions regarding the Applicable Foreign Trade Law (e.g. with regard to obtaining permits/information from authorities or fulfilling notification duties).
After delivery of the goods, the Customer undertakes to comply with all requests of the Federal Office for Economic Affairs and Export Control (BAFA) within 14 days from the transmission of the request, in particular to provide a delivery statement upon its request.
- 16.4 REMBE® is entitled to refuse deliveries and services as soon as it has knowledge or reason to believe that the Customer is in breach of the Applicable Foreign Trade Law. If the contract can finally not be fulfilled due to regulations of the Applicable Foreign Trade Law, each contractual party may withdraw from the contract in whole or in part by written declaration to the respective other contractual party without a notice period. In the event of withdrawal, the contractual parties shall be mutually obliged to return any services already received unless this is inadmissible under the Applicable Foreign Trade Law; beyond this REMBE® shall not be obliged to compensate any losses or damages.
- 16.5 The Customer shall indemnify REMBE® against all costs or other losses (in particular claims of third parties, fines, immaterial damages) resulting from the non-compliance of the Customer with the Applicable Foreign Trade Law as well as the provisions of this Section 16, unless the Customer proves that he is not responsible for the violation.

III. Special Provisions for Services and Works

For services, in particular consulting services, as well as for contracts for works, the following special provisions shall apply in addition to the general terms and conditions in Section I:

17 Service Provision

- 17.1 REMBE® shall perform the services owed with due diligence in accordance with reasonable customary standards. Further requirements shall only apply insofar as these have been expressly agreed on.
- 17.2 The content and scope of the services to be provided result from the respective individual contractual agreement. REMBE® shall only be obliged to provide additional services which were not included in the original contractual agreement on the basis of a corresponding supplementary agreement.
- 17.3 Unless expressly agreed otherwise, a specific success is not owed when providing consulting services.
- 17.4 REMBE® shall base its activities on the assumption that the information and documents provided by the Customer are complete and correct. REMBE® is not obliged to check the correctness or completeness unless agreed otherwise.

18 Cooperation Obligations of the Customer

- 18.1 To the extent requested by REMBE®, the Customer shall provide REMBE® with all information and documents required for the performance of the services free of charge and in a timely, correct and complete manner. In the event of material changes which could be of importance for the performance of the services, the Customer shall inform REMBE® about such circumstances as early as possible and without being requested to do so by REMBE®.
- 18.2 The Customer shall grant REMBE® unhindered and safe access to its business premises insofar as this is necessary for the performance of the service. The Customer undertakes to inform the employees or subcontractors used by REMBE® in a timely manner about the safety regulations applicable on site.

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19 Rights of Use

Insofar as the contractually owed service includes development services and the transfer of rights of use, the transfer of the rights of use shall be subject to full payment of the agreed remuneration, unless otherwise agreed in individual cases.

20 Premature Termination of Contract

- 20.1 Each party shall be entitled to terminate the contract prematurely for good cause. Good cause shall be deemed to exist if the terminating party, taking into account all circumstances of the individual case and weighing the interests of both parties, cannot reasonably be expected to continue the contractual relationship until the agreed termination or until completion of the agreed service. If the good cause is based on a breach of contractual obligations by the contractual partner, the termination shall only be permissible after the unsuccessful expiry of a remedy deadline or after an unsuccessful warning, unless there are special circumstances which justify the immediate termination after weighing the interests of both parties. In the event of termination, REMBE® shall be entitled to demand remuneration for the services already rendered. Any further legal claims shall remain unaffected.
- 20.2 If the Customer terminates the contract prematurely without an extraordinary reason for termination, REMBE® can demand the agreed remuneration. REMBE® must, however, offset any expenses saved as a result of the premature termination of the contract or what it acquires or refrains from acquiring through the use of its labor elsewhere. REMBE® can demand 5% of the remuneration attributable to the services not rendered; REMBE® shall, however, remain entitled to assert a further claim for remuneration taking into account the requirements stated in sentence 1. The Customer may prove that higher expenses were saved or higher income was achieved or maliciously not achieved.

21 Processing of Goods from the Customer

The following additional provisions apply to the processing of the goods of the Customer in addition to the general terms and conditions in Section I:

- 21.1 If goods to be processed are collected by REMBE® at the request of the Customer, the Customer shall bear the risk of transport. The Customer is free to insure these risks. The aforementioned provisions shall also apply if REMBE® has assured freight-free delivery.
- 21.2 REMBE® shall be entitled to a statutory entrepreneur's lien on the objects provided to REMBE®. Irrespective of this, the Customer shall grant REMBE® a contractual lien on the objects provided which serves as security for all claims arising from the business relationship. If the parts are delivered to the Customer prior to full payment, it is now already agreed with the Customer that he shall transfer to REMBE® the ownership in these parts in the value of REMBE®'s claim for security for REMBE®'s claims and that the transfer of possession shall be replaced by the Customer keeping the parts in safe custody for REMBE®. The same shall apply with regard to the expectancy right of the Customer to objects provided to REMBE® which have been delivered to the Customer by a third party under retention of title. REMBE® is entitled vis-à-vis the Customer to bring about the lapse of the retention of title by payment to the third party. Retransfer claims of the Customer vis-à-vis a third party to whom the Customer has previously transferred the items provided to REMBE® as security shall be assigned to REMBE®. REMBE® hereby accepts the assignment.