

GENERAL CONDITIONS

KBM Affilips B.V.
Which has its seat and office in Oss,
Chamber of Commerce 16071631

1. Definitions

In these general conditions the following words have the following meaning:

Supplier

The private company with limited liability KBM Affilips B.V. which has its seat and office at Waalkade 2, Oss, The Netherlands and its successors-in-title by general or special succession.

Customer

Every natural person or legal entity buying products from supplier or entering into negotiations with supplier to that end.

Parties

Supplier and customer.

Contract

The contract concluded between the parties for the sale of products, including the papers relating thereto and customs which form an integral part thereof.

Products

All goods and services which are the subject of a contract.

Order

Every instruction of any kind whatsoever given by the customer in writing (letter, fax or e-mail).

2. Applicability

- 2.1 These conditions shall form part of all contracts and apply to all (other) acts and juridical acts of the supplier and the customer.
- 2.2 When concluding a contract the parties shall be free to derogate (fully or partly) from these general conditions, subject to the reservation that the derogating conditions are confirmed in writing by the supplier.
- 2.3 In so far as the parties have previously concluded a contract on the basis of these general conditions, they declare that they agree that these general conditions will also apply to future contracts between them. This provision does not apply to any agreed derogative conditions, which will always be deemed to apply to a single contract.

3. Offer and acceptance

- 3.1 All offers by the supplier shall be entirely without obligation and shall not be binding on the supplier.
- 3.2 The supplier shall not be bound to his offer if the credit insurer of the supplier will not issue a credit limit for the customer or if a credit limit is withdrawn or becomes for whatever reason insufficient.
- 3.3 A contract shall not come into effect until an order has been confirmed in writing by the supplier to the customer.
- 3.4 Except where there has been a written protest by the customer by return of post, a contract between the parties shall be deemed to have been correctly represented in the confirmation sent by the supplier to the customer.
- 3.5 Any alterations and additions to an existing contract shall be binding on the supplier only if and in so far as they have been confirmed in writing by the supplier.
- 3.6 All recommendations, numbers, measurements etc. given or quoted by the supplier shall be binding only if and in so far as the supplier has expressly confirmed them in writing. If this is not the case, the supplier shall not be liable for any damage arising as a result of derogations from the information supplied by supplier.

- 3.7 The supplier is entitled to dissolve the contract without judicial intervention if the credit insurer of the supplier will not issue a credit limit for the customer or if a credit limit is withdrawn or becomes for whatever reason insufficient.

4. Instalment deliveries

- 4.1 In so far as the parties agree that the sold products will be delivered in instalments, each instalment shall be deemed to be a separate contract to which these general conditions apply in full.

5. Delivery periods

- 5.1 The supplier shall as far as possible comply with the delivery periods quoted by it. The quoted delivery periods, which are based on the circumstances applying to the supplier at the time of the conclusion of this contract, are entirely without obligation.
- 5.2 The delivery period shall start on the date on which the contract is confirmed in writing by the supplier. If and in so far as the supplier is dependent when performing the contract on information to be supplied by the customer, the delivery period shall start at the moment that the customer has provided all relevant information, this being a matter to be assessed by the supplier.
- 5.3 If the delivery period is exceeded, the customer shall not be entitled to compensation or to rescission of the contract.

6. Delivery and transport

- 6.1 Unless expressly agreed otherwise all deliveries will take place according to Incoterms® 2010 and/or any amendment or replacement thereof.
- 6.2 The delivery shall occur at the moment when the products leave the warehouse of the supplier or, in so far as forwarding is not possible owing to factors beyond the control of the supplier, at the moment at which the customer is informed that the products are ready to be forwarded.
- 6.3 If the supplier arranges the transport, the customer shall communicate the forwarding instructions to the supplier at least 8 days before the projected delivery date.
- 6.4 If the customer arranges the transport, he shall be obliged to collect the products (or have them collected) within 8 days of the date on which the supplier has given notice that the products are "ready for collection".
- 6.5 In so far as the customer does not take possession of the products in good time or does not provide the supplier in good time with the forwarding instructions as referred to in article 6.3 or if delivery on call has been agreed and the products are not called for in time, the supplier shall be entitled to store the products (or have them stored) at the expense and risk of the customer or to sell the said products to third parties, without prejudice to the right of the supplier to recover any damage suffered by it from the customer.
- 6.6 The supplier shall be entitled to have the products intended for the customer sent from a place other than where the supplier's warehouse is situated. The warehouse from which delivery is made shall then be deemed to be the warehouse of the supplier and the provisions of these general conditions shall remain fully in force.

7. Risk

- 7.1 Unless expressly agreed otherwise, the products shall be at the risk of the customer from the moment of delivery.

8. Force majeure

- 8.1 If the supplier is not able to comply with his obligations due to force majeure, these obligations shall be suspended for as long as the force majeure continues.

8.2 If the force majeure situation lasts for longer than 3 months, each of the parties shall be entitled to rescind the contract by means of written notice. In the event of force majeure, the customer shall not be entitled to any form of compensation.

8.3 Force majeure exists if the performance of all or part of the contract is prevented, temporarily or otherwise, by circumstances beyond the control and/or influence of the supplier, irrespective of whether those circumstances could have been foreseen at the time of the conclusion of the contract. These circumstances shall include but are not limited to: strikes and sit-ins, sickness of personnel, disruptions at work, delayed delivery or non-delivery by suppliers, transport disruptions, measures taken by national or supranational government bodies.

9. Prices

9.1 Unless expressly agreed otherwise, all prices quoted by the supplier are exclusive of value-added tax, taxes and duties and exclusive of any other costs such as – but not limited to – transport costs and packaging costs.

9.2 Changes to factors which can influence the price of the supplier such as – but not limited to – the purchase price, exchange rate differences, government measures, import and export duties, insurance premiums etc. may be charged by the supplier to the customer, without the customer thereby deriving any right to rescind the contract.

10. Payment

10.1 Payment shall be made within 30 days of the date of the invoice, unless expressly agreed otherwise in writing.

10.2 The supplier shall not be obliged to accept cheques or bills of exchange in payment. If these are nonetheless accepted all costs attached to them shall be borne by the customer and a payment shall be deemed to have been received only if and in so far as the bank account of the supplier has been unconditionally credited with the amount in question.

10.3 From the moment that the customer is in default the supplier shall be entitled to recover directly all other claims which it has against the customer and shall be competent to suspend all further deliveries until the outstanding invoices have been paid in full by the customer, together with interest and costs.

10.4 If the supplier considers that the customer will be unable to perform his obligations or to perform them in time, the supplier shall be entitled to require payment in advance or the provision of security.

10.5 All legal and extra-judicial costs that the supplier must incur in order to collect its claim against the customer shall be borne by the customer. The extra-judicial costs shall at least be equal to the collection charge of the Dutch Bar Association (*Nederlandse Orde van Advocaten*) applicable at that time, with a minimum of EUR 250,00 and the supplier need not demonstrate that these costs have actually been incurred.

10.6 Each payment by the customer shall be deemed to be payment of the oldest unpaid invoice, plus any interest and costs, irrespective of whether or not this is expressly stated in the payment.

11. Reservation of title (see last page)

Réserve de propriété (voyez la dernière page)

Eigentumsvorbehalt (siehe letzte Seite)

Riserva del diritto di proprietà (vedere la ultima pagina)

Reserva de dominio (vea pasada la paginación)

Eigendomsvoorbehoud (zie laatste pagina)

Reserva de título (veja a última página)

Сохранение права собственности (смотри последнюю страницу)

12. Cancellation

12.1 In principle the customer is not entitled to unilaterally cancel the agreement. If the customer in spite of this completely or partially cancels the agreement he will be obliged to reimburse all costs reasonably incurred by the supplier in connection with the execution of the agreement (including but not limited to costs of preparation, storage costs and amounts paid and/or owed to third parties, such as costs of hedging currencies and/or metal prices) notwithstanding the right of the supplier to claim any other damages.

13. Quality and quantity

13.1 Unless expressly agreed otherwise, the supplier shall always be deemed to have complied with his obligations by delivering normal trade quality and a difference of approximately 10% from the agreed quantity shall be permissible.

13.2 The determination of the weight or the number of products delivered and, in so far as agreed, the method of packaging, shall be carried out by the supplier or the subcontractor immediately before the handing over of the products to the carrier and shall be binding on the parties.

13.3 The customer shall be entitled at his own expense to be present or represented at the weighing and/or counting. If the customer wishes to exercise this right, he shall give notice hereof to the supplier in good time, i.e. at least 8 days before the projected delivery date. If the customer allows the said period to pass, he shall be deemed to have accepted the weight and/or number determined by the supplier or the subcontractor and the method of packaging used.

14. Claims

14.1 Any claims by the customer in respect of visible quality and/or delivery defects or otherwise shall be reported, properly described, by the customer in writing to the office of the supplier in Oss within 48 hours of receipt of the delivered products, failing which the customer will lose his rights.

14.2 Other defects shall also be reported, properly described, by the customer in writing to the office of the supplier in Oss immediately after their discovery but not later than 14 days after receipt of the delivered products, failing which the customer will lose his rights.

14.3 The customer shall not have a right of claim if the delivered products are in accordance with a sample accepted beforehand or if the delivered products are in accordance with the information about the composition and/or properties supplied by the customer before the conclusion of the contract.

14.4 If it has been agreed that the products will be inspected upon or after delivery, this inspection shall be carried out at the place of delivery, in the manner customary in the trade, by one or more persons designated by the parties in mutual agreement. Unless agreed otherwise, the costs for the inspection are to be taken care of by the customer. If the customer fails to designate an inspector or fails to cooperate in and inspection, he shall be deemed to have accepted the products.

14.5 Complaints about the lack of and/or damage to the products delivered by the supplier the cause of which is manifestly one or more events connected with the transport of the products shall be reported in writing by the customer to the supplier within 7 days of delivery. The complaints shall always be communicated directly to the carrier at the same time.

14.6 Complaints about the quality of the products delivered by the supplier need to be accepted by the supplier only if and

in so far as the supplier can enforce them against the sub-contractor.

- 14.7 Every liability for defects in the products sold by the supplier shall lapse if the customer, in the judgement of the supplier, has not taken the measures relating to the products which he could reasonably have been expected to take, including mitigation of the damage, or if – after delivery – the products:
- have been transported by the customer;
 - have not been correctly stored;
 - have been mixed with other products;
 - have been treated or processed by the customer or third parties.
- 14.8 Complaints may be refused by the supplier if the customer does not co-operate fully with the supplier in the efforts to establish (or have established) the well-foundedness of the claim.
- 14.9 Unless the supplier has given his written consent, return shipments are not accepted. The return costs are the responsibility of the customer and the products delivered remain at the customer's risk.
- 14.10 In the event of a well-founded complaint, the supplier can either replace the products supplied or provide a discount on the invoice amount that is reasonable in view of the complaint and in the opinion of the supplier.
- 14.11 The supplier shall not be obliged to reimburse any damage caused by a product delivered by it, other than damage to the product itself on the basis of these general conditions.
- 14.12 Claims shall not entitle the customer to suspend payment (or part of the payment), and any right of set-off is expressly excluded.

15. Liability

- 15.1 Except where there has been intent or gross negligence on the part of the supplier or its managerial personnel and without prejudice to the provisions of these general conditions, the total liability of the supplier to the customer under the contract or otherwise shall in any event be limited to the amount which the supplier can recover from its insurer or the invoiced amount of the contract, whichever is the lower.
- 15.2 Except where there has been intent or gross negligence by the supplier or its managerial personnel, the supplier shall never be liable for any other damage, direct or indirect, suffered by the customer or third parties, including consequential damage, intangible damage, loss of profits and environmental damage.
- 15.3 Except where there has been intent or gross negligence by the supplier, the customer shall indemnify the supplier for and against all claims by third parties, by whatever name they may be called, which are in respect of damage, costs or interest and are connected with the products or result from the use of the products.
- 15.4 The supplier cannot be held responsible if the use of the products infringes patents belonging to third parties. The supplier will not indemnify the customer regarding any claim for compensation that may occur in this respect.
- 15.5 Each claim against the supplier shall lapse simply as a result of the expiry of one year after the claim arises.

16. Default by the customer

- 16.1 If the customer fails to fulfil his obligations in any way, the supplier shall be entitled at his choice either to suspend the implementation of the current contracts or to rescind all or part of concluded contracts. This shall be without prejudice to the right to claim compensation of damage, costs and interest.
- 16.2 If the customer is declared bankrupt, applies for a suspension of payment of debts or proceeds to liquidate his

business, or if his business ceases to function for some other reason, his assets or part of his assets are seized or there is any other indication of his insolvency, all contracts between the supplier and the customer shall be dissolved by law unless the supplier indicates within a reasonable period that it wishes to perform the concluded contracts (or part of them).

- 16.3 In the case of an event as referred to in article 16.2, all claims of the supplier against the customer shall be immediately recoverable in their entirety and the supplier shall be entitled to retake possession of the relevant products. In that case the supplier and his authorised representative shall be entitled to gain access to the sites and buildings of the customer in order to take possession of the products. The customer shall be obliged to take the requisite measures to enable the supplier to enforce its right.

17. Fixing

- 17.1 Parties can agree that – and under which conditions – the customer is obliged to fix the price of the raw materials included in the purchased products.
- 17.2 If the customer has not met his obligations resulting from article 17.1 within 7 days after he has been summoned by the supplier, he will be considered to have fixed the entire quantity of products (which he has failed to fix) as if he did meet his obligations, namely on the eighth day after he has been summoned or, if the London Metal Exchange (LME) is closed, on the first next day it is open.

18. Set-off

- 18.1 The supplier shall at all times be entitled to set off its claims and/or those of companies associated with it against the customer.
- 18.2 If a circumstance as described in article 16 of these general conditions occur, all claims of companies associated with the supplier shall be directly recoverable against the customer.
- 18.3 The companies associated with the supplier are at present:
- Roba Metals B.V. in IJsselstein (NL);
 - KBM Master Alloys B.V. in Delfzijl (NL);
 - Affilips N.V. in Tienen (BE);
 - Roba Metals N.V. in Genk (BE);
 - Roba Metal Processing N.V. in Genk (BE);
 - Roba Metals Ltd. in Alcester (UK);
 - Roba Metals Polska Sp. Z o.o. in Stanowice (PL);
 - Roba van der Rijn N.V. in Asse (Kobegem), (BE);
 - RMD B.V. in Delfzijl (NL).

19. Alterations

- 19.1 The supplier reserves the right to alter or add to these general conditions. The customer declares that he agrees in advance with any additions and/or alterations unless this cannot reasonably be expected of him.

20. Applicable law and disputes

- 20.1 Contracts concluded or yet to be concluded under these general conditions shall be governed by Dutch law.
- 20.2 All disputes between the supplier and the customer that cannot be settled amicably shall either be heard by the competent court in Amsterdam or by arbitration in accordance with the Rules of the Netherlands Arbitration Institute (NAI), such at the sole discretion of the supplier.

11. Reservation of title (English)

- 11.1 Ownership of the delivered products shall pass from the supplier to the customer only when the customer has paid in full everything that is or will be owed in respect of the said products, including any interest, damage and costs.
- 11.2 The customer shall be obliged to keep products of which the ownership has not yet passed separate from other products and clearly identifiable as the property of the supplier.
- 11.3 Before the ownership of the products passes to the customer, the latter shall not be entitled to hire them out, part with possession of them, pledge them or otherwise encumber them. The customer shall be entitled to sell, deliver or process the products only in so far as this is necessary in the normal course of his business.
- 11.4 If any one or more provisions related to the reservation of title as described in this article, or parts thereof, are invalid on account of their contravention of the law applicable, such shall bear no influence on the validity of any other provision of this article. Should the occasion arise, the customer is obliged to replace the invalid provision(s) or the invalid part thereof with a valid provision that comes as close as possible to the object and portent of the reservation of title.

11. Réserve de propriété (Français)

- 11.1 La propriété des produits livrés ne passera que du fournisseur à l'acheteur, si l'acheteur a payé intégralement tout ce qu'il est ou sera dû relatif aux produits mentionnés, ci-inclus l'intérêt, les dommages et les frais éventuels.
- 11.2 L'acheteur s'engage à stocker les produits qui n'ont pas encore passés en propriété, séparément d'autres produits et à les identifier clairement comme propriété du fournisseur.
- 11.3 Avant que la propriété des produits soit passée à l'acheteur, il n'est pas autorisé à les louer, prêter ou mettre en gage aux tiers ou à les charger autrement. L'acheteur est seulement autorisé à vendre, livrer ou traiter les produits, autant que ceci soit nécessaire dans le cadre d'une gestion de l'entreprise normale de l'acheteur.
- 11.4 Si une ou plusieurs conditions relatives à la réserve de propriété comme décrite dans cet article, ou dans une partie de cet article, sont non valables, parce qu'elles sont contraire à la loi applicable, ceci n'aura pas d'influence sur la validité d'autres conditions de cet article. Si l'occasion se présente, l'acheteur est obligé de remplacer la condition ou les conditions valables ou la partie invalable de ces conditions par une condition valable qui sera la plus proche possible de l'objet et de la portée de cette réserve de propriété.

11. Eigentumsvorbehalt (N.B. In Deutschland, Österreich und der Schweiz trifft auf diesen Artikel Deutsches Gesetz zu.) (Deutsch)

- 11.1 Das Eigentum an den gelieferten Waren bleibt zur Sicherung aller Ansprüche vorbehalten, die uns aus der gegenwärtigen und künftigen Geschäftsverbindung bis zum Ausgleich aller Salden gegen den Käufer zustehen.
- 11.2 Unser Eigentum erstreckt sich auch auf die durch Verarbeitung der Vorbehaltsware entstehende neue Sache. Der Käufer stellt die neue Sache unter Ausschluss des eigenen Eigentums-erwerbs für uns her und verwahrt sie für uns. Hieraus erwachsen ihm keine Ansprüche gegen uns.
- 11.3 Bei einer Verarbeitung unserer Vorbehaltsware mit Waren anderer Lieferanten, deren Eigentumsrechte sich ebenfalls an der neuen Sache fortsetzen, erwerben wir zusammen mit diesen anderen Lieferanten - unter Ausschluss eines Miteigentums-erwerbs des Käufers - Miteigentum an der neuen Sache zu deren vollem Wert (einschliesslich Wertschöpfung) wie folgt:
- a. Unser Miteigentumsanteil entspricht dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu dem Gesamtrechnungswert aller mitverarbeiteten Vorbehaltswaren.
- b. Verbleibt ein von Eigentumsvorbehalten zunächst nicht erfasster Restanteil, weil andere Lieferanten den Eigentumsvorbehalt nicht auf die Wertschöpfung durch den Käufer erstreckt haben, so erhöht sich unser Miteigentumsanteil um diesen Restanteil. Haben jedoch andere Lieferanten ihren Eigentumsvorbehalt ebenfalls auf diesen Restanteil ausgedehnt, so steht uns an ihm nur ein Anteil zu, der sich aus dem Verhältnis des Rechnungswertes unserer Vorbehaltsware zu den Rechnungswerten der mitverarbeiteten Waren dieser anderen Lieferanten bestimmt.
- 11.4 Der Käufer tritt bereits jetzt seine Forderungen aus der Veräusserung von Vorbehaltsware aus unseren gegenwärtigen und künftigen Warenlieferungen mit sämtlichen Nebenrechten im Umfang unseres Eigentumsanteils zur Sicherung an uns ab. Bei Verarbeitung im Rahmen eines Werkvertrages wird die Werklohnforderung in Höhe des anteiligen Betrages unserer Rechnung für die mitverarbeitete Vorbehaltsware schon jetzt an uns abgetreten.
- 11.5 Solange der Käufer seinen Verpflichtungen aus der Geschäftsverbindung mit uns ordnungsgemäss nachkommt, darf er über die in unserem Eigentum stehende Ware im ordentlichen Geschäftsgang verfügen und die an uns abgetretenen Forderungen selbst einziehen. Bei Zahlungsverzug oder begründeten Zweifeln an der Zahlungsfähigkeit oder Kreditwürdigkeit des Käufers sind wir berechtigt, die abgetretenen Forderungen einzuziehen und die Vorbehaltsware zurückzunehmen; jedoch liegt ein Rücktritt vom Vertrag nur dann vor, wenn wir dies ausdrücklich schriftlich erklären. Übersteigt der Wert der uns eingeräumten Sicherheiten unsere Forderungen um mehr als 10%, so werden wir auf Verlangen des Käufers insoweit Sicherheiten nach unserer Wahl freigeben.
- 11.6 Scheck-/Wechsel-Zahlungen gelten erst nach Einlösung der Wechsel durch den Käufer als Erfüllung.

11. Riserva del diritto di proprietà (Italiano)

- 11.1 La proprietà dei prodotti venduti passerà dal fornitore al cliente soltanto quando quest'ultimo abbia completamente pagato il dovuto, compresi interessi, danni e costi eventuali.
- 11.2 Il cliente è tenuto a mantenere i prodotti non ancora passati in suo possesso separati da altri beni, identificandoli chiaramente come proprietà del fornitore.
- 11.3 Prima che il possesso dei beni passi al cliente, quest'ultimo non ha titolo di dare tali prodotti a nolo, essendone anche parzialmente in possesso, in pegno, né di imporre alcun altro gravame. Il cliente avrà diritto di vendita, fornitura o trattamento dei prodotti solo per quanto strettamente richiesto dal normale svolgimento del proprio esercizio commerciale.
- 11.4 Se una o più clausole inerenti alla riserva del diritto di proprietà descritte in questo articolo, o parti di esse, risultassero non valide in quanto in contrasto con la legislazione vigente, esse non inficeranno minimamente le altre clausole del presente articolo. In tale circostanza, il cliente è tenuto a sostituire la clausola non valida, o parte di essa, con un'altra che sia per quanto possibile vicina allo scopo e al significato della riserva del diritto di proprietà.

11. Reserva de dominio (Español)

- 11.1 La propiedad de los materiales suministrados sólo pasará del suministrador al comprador, cuando el comprador haya pagado integralmente todo lo que se debe o deberá con respecto a los materiales mencionados, incluido interés, daños y gastos posibles.
- 11.2 El comprador se obliga a guardar los materiales que ya no han pasado en propiedad, separados de otros productos y a identificarlos claramente como propiedad del suministrador.
- 11.3 Antes de que la propiedad de los materiales haya pasado al comprador, no está autorizado a alquilar, prestar, dejar en prenda a una tercera persona o gravar de otro modo los materiales. El comprador sólo está autorizado a vender, suministrar o tratar los materiales, si esto es necesario en el marco de una gestión de la empresa normal del comprador.
- 11.4 Si una o más condiciones relativas a la reserva de dominio como descrita en este artículo, o en una parte de este artículo, son inválidas porque van contra la ley aplicable, eso no influirá en la validez de otras condiciones de este artículo. Cuando se presente la ocasión, el comprador estará obligado a substituir la condición o las condiciones inválidas o la parte inválida de estas condiciones por una condición válida que sea lo más próxima posible al objeto y al alcance de esta reserva de dominio.

11. Eigendomsvoorbehoud (N.B. Deze Nederlandse vertaling is alleen binnen Nederland van toepassing.) (Nederlands)

- 11.1 Alle geleverde producten blijven eigendom van de leverancier tot aan het moment waarop de afnemer aan alle verplichtingen - voortvloeiend uit of samenhangend met overeenkomsten waarbij de leverancier zich aan levering heeft voldaan heeft. Tot dat tijdstip is de afnemer gehouden de door de leverancier geleverde producten gescheiden van de andere producten en duidelijk identificeerbaar als afnemers eigendom te bewaren.
- 11.2 Voorzover de eigendom van de producten op de afnemer is overgegaan, is deze niet gerechtigd de producten aan derden te verhuren, in gebruik te geven, te verpanden of anderszins te bezwaren. De afnemer is slechts gerechtigd de producten te verkopen, af te leveren of te verwerken, voorzover dit in het kader van de normale bedrijfsuitoefening van de afnemer noodzakelijk is.

11. Reserva de título (Portuguesa)

- 11.1 A propriedade dos produtos fornecidos somente passará do fornecedor ao cliente quando o cliente tiver pago completamente tudo o que é ou venha a ser devido relativamente aos referidos produtos, inclusive quaisquer juros, danos e custos.
- 11.2 O cliente será obrigado a manter os produtos cuja propriedade ainda não tiver sido transferida, separados dos outros produtos e de forma claramente identificável como sendo propriedade do fornecedor.
- 11.3 Antes que a propriedade dos produtos passe ao cliente, este último não poderá alugar estes produtos, desfazer-se da possessão destes, empenhá-los, ou onerá-los de outra forma. O cliente somente poderá vender, fornecer ou processar os produtos na medida necessária no processo normal da sua empresa.
- 11.4 Quando uma ou mais disposições relacionadas com a reserva de título conforme descrita neste artigo, ou partes destas, forem sem valor em virtude de conflito destas com a lei aplicável, isto não será de influência na validade de qualquer outra disposição deste artigo. Se houver a ocasião, o cliente será obrigado a substituir a disposição (as disposições) ou a parte sem valor desta(s) pela disposição válida que corresponda o mais possível ao objetivo e ao alcance da reserva de título.

11. Сохранение права собственности (Русский)

- 11.1 Право собственности на поставленную продукцию переходит от Поставщика к Заказчику только при условии, если Заказчик полностью оплатил все, чем он владеет или будет владеть в отношении упомянутой продукции, включая любые проценты, убытки и затраты.
- 11.2 Заказчик обязан хранить продукцию, на которую он еще не получил права собственности, отдельно от другой продукции с четким указанием, что она является собственностью Поставщика.
- 11.3 До того, как право собственности на продукцию перейдет к Заказчику, последний не имеет право сдавать эту продукцию внаем, передавать право владения на нее или обременять ее каким-либо другим образом. Заказчик будет иметь право продавать, поставлять, или перерабатывать продукцию только тогда, когда это является необходимым для нормального развития его бизнеса.
- 11.4 Если какое-либо одно, или более, условие по отношению сохранения права собственности, излагаемого в настоящей статье, или в любой ее части, является недопустимым из-за ее противоречия применимому законодательству, то это не должно оказывать какого-либо влияния на действительность любого другого условия настоящей статьи. Если такой прецедент возникнет, то Заказчик обязан заменить недопустимое условие(-я) или какую-либо ее недопустимую часть действительным с точки зрения законодательства условием, при этом оно должно быть настолько близким насколько это возможно к предмету договора и сохранению права собственности.