

Customer agreement concerning reservation of title by RINGER GmbH

1. Reservation of title

- 1.1. In signing this Agreement, the Customer (Buyer) expressly acknowledges that all goods supplied shall remain under the sole and unlimited ownership RINGER GmbH until the purchase price and all related costs and expenses have been paid in full. The Customer shall not acquire pro rata ownership or ownership over individual items by virtue of any partial payments.
- 1.2. If the Customer fails to make any payments due, Ringer shall be entitled to demand the surrender of any goods in the custody of the Customer following expiry of a 14-day grace period and to withdraw from the contract of sale or the lease with good cause, likewise following expiry of a 14-day grace period. In such an eventuality, Ringer GmbH shall be entitled to recover in a reasonable manner the item leased or sold at any time at the cost of the Customer, even if the goods are being used. It is agreed that the collection of items and any access to property that is necessary for this purpose shall not entail any interference with the peaceful possession of the Lessee/Buyer. The Lessee/Buyer is obliged to take all action necessary to ensure that Ringer GmbH is able to collect the item purchased or leased, even if the item purchased or leased is situated on the property of a third party and/or is being held in the custody of a third party. We shall be entitled to access the location at which the goods under reservation of title are being held in order to exercise our reservation of title to the extent reasonable for the Customer, and subject to advance notice.
- 1.3. Other Ringer material located on the construction site and owned by the buyer shall be adequately labelled as such so as to be clearly distinguishable from Ringer material subject to retention of title.
- 1.4. If the goods to be returned according to section 1.2 are not clearly distinguishable from other Ringer products, the seller shall be entitled to select one of the products. In this case, the customer shall indemnify and hold the seller harmless against any third-party claims.
- 1.5. The right of Ringer GmbH to assert their retention of title and to retrieve the delivered goods shall be independent of whether Ringer GmbH have already declared their withdrawal from the contract. The assertion of the retention of title shall only constitute a withdrawal from the contract if this has been expressly declared.
- 1.6. In the event that the item delivered is pledged or subjected to a lien, the Buyer shall provide RINGER GmbH without undue delay with the name and precise address of the enforcing party or the applicant along with its representative, the judicial case reference, the amount of the claim available to the enforcing party and the deadline for sale at auction.
- 1.7. The buyer (orderer) shall bear the entire risk for the goods subject to retention of title from the time of handover, in particular the risk of destruction, loss or deterioration. We shall be entitled to make optimal use of the returned goods subject to retention of title at our own discretion.
- 1.8. If any claims available to Ringer GmbH under reservation of title are not fulfilled in good time by the surrender and/or separation of the goods, the Customer shall be liable for a reasonable usage fee until such time when the goods leased have been returned in full.

2. Supplementary rental agreement

- 2.1. All rented goods are, and shall remain, the property of Ringer GmbH for the whole term of the contract. The lessee shall be obliged to duly return the rented goods undamaged and in their entirety. In the event that Ringer GmbH fails to recover the rented goods, the customer (lessee) shall be liable for the resulting damage irrespective of fault.
- 2.2. Other Ringer material located on the construction site and owned by the lessee shall be adequately labelled as such so as to be clearly distinguishable from rented material. The customer shall not be permitted to mix the rented goods with other items of the same kind. The lessee shall bear the burden of proof as to which of the mixed items are owned by the lessee.
- 2.3. In the event of a payment default or rental arrears, whether in whole or in part, Ringer GmbH shall be entitled to collect the goods without the lessee's consent. The collection of the goods shall be at the expense of the lessee. The return or collection of the goods shall not be deemed to constitute a withdrawal from the contract unless the lessor has expressly confirmed otherwise in writing.
- 2.4. The lessor must be informed immediately of any anticipated or executed enforcement measures in order to avoid the seizure and exploitation of the rented goods whenever possible. All costs incurred by Ringer in the course of safeguarding their property rights shall be borne by the lessee.
- 2.5. Should the financial situation and/or the liquidity of the lessee deteriorate significantly, the lessee shall be obliged to inform Ringer GmbH thereof without delay. If required, suitable guarantees for outstanding rentals must be provided up to the expected end of the rental period.
- 2.6. The transfer of the rented goods to a location other than that specified in the rental agreement must be communicated to, and approved by, the lessor.
- 2.7. The lessee shall bear the entire risk for the rented goods, in particular the risk of destruction, loss and deterioration.

3. Place of performance

- 3.1. The exclusive place of performance for all obligations arising from or in connection with the contractual relations between the seller and the buyer is Regau.
- 3.2. Any disputes concerning or arising out of this Agreement shall be governed exclusively by substantive Austrian law. Any provisions on the conflict of laws and the UN Convention on Contracts for the International Sale of Goods shall not be applicable.
- 3.3. For all disputes arising between the contracting parties, including issues relating to the valid conclusion of the contract as well as pre- and postcontractual effects, the competent court in Regau is agreed to be the exclusive court of jurisdiction, irrespective of the amount in dispute.

Place, date

company production – status May 23