

Price list 2017

Valid off
January 1., 2017



Your handicap – our motivation

Haverich

Contents

	Page
Spare part price list	2 - 3
Basic model price list	
Tricycles for children and adolescents	4
Tricycles for adolescents and adults	4
Sports Tricycle	4
Therapy Bicycles	5
Electric-Bikes	5
Bicycle - Tandems	5
Tricycle - Tandems	5
Model referred equipment price list	
Tricycles for children and adolescents	6 - 7
Tricycles for adolescents and adults	6 - 7
Sports Tricycle	6 - 7
Therapy Bicycles	8 - 9
Electric-Bikes	8 - 9
Bicycle - Tandems	8 - 9
Tricycle - Tandems	8 - 9
General terms and conditions	10 - 11

Stand: 1. January 2017 – Preisliste/englisch 2017
Valid off January 1., 2017

Walter Haverich GmbH
P.O.Box 10 13 67
D - 33513 Bielefeld

Telephone: 0049 - 521 - 924 72 30

Fax: 0049 - 521 - 924 72 59

E-mail: info@Haverich-Reha.de

Internet: www.Haverich-Reha.de

Spare part price list

Art. No.	Product	EURO
424100	Cover for Tricycle 24"	70,-
426100	Cover for Tricycle 26"	70,-
440002	Arm Supports	pr. 150,-
440077	Banana Seat	80,-
440005	Treadle Crank for Steel Crank, left	280,-
441005	Treadle Crank for Aluminium Crank, left	280,-
440006	Treadle Crank for Steel Crank, right	280,-
441006	Treadle Crank for Aluminium Crank, right	280,-
440007	Directional Indicator	550,-
440043	Cycle Computer 5 functions	30,-
440084	Coil Spring Seat Post	80,-
440009	Parking brake lever	30,-
442011	Pedal with Toe Clip Size S	pr. 80,-
440011	Pedal with Toe Clip Size M	pr. 80,-
441011	Pedal with Toe Clip Size L	pr. 80,-
416013	Foot Rest with Balancing Weight, length 16 cm, with Pedals	pr. 200,-
416113	dto. with Velcro Strap	pr. 200,-
420013	Foot Rest with Balancing Weight, length 20 cm, with Pedals	pr. 200,-
420113	dto. with Velcro Strap	pr. 200,-
426013	Foot Rest with Balancing Weight, length 25 cm, with Pedals	pr. 200,-
426113	dto. with Velcro Strap	pr. 200,-
412010	Foot Rest with Leg Guide 12/12 with Pedals	pr. 320,-
412110	dito with Velcro Strap	pr. 320,-
416010	Foot Rest with Leg Guide 16/16 with Pedals	pr. 320,-
416110	dito with Velcro Strap	pr. 320,-
420010	Foot Rest with Leg Guide 20/16 with Pedals	pr. 320,-
420110	dito with Velcro Strap	pr. 320,-
424010	Foot Rest with Leg Guide 24/20 with Pedals	pr. 320,-
424110	dito with Velcro Strap	pr. 320,-
426010	Foot Rest with Leg Guide 26/20 with Pedals	pr. 320,-
426110	dito with Velcro Strap	pr. 320,-
440014	Fixed Foot Rest, left	360,-
440015	Fixed Foot Rest, right	360,-
440074	Gel Seat	70,-
416174	Gel Seat, small	70,-
440137	Strap, black	60,-
412138	Padded Strap black, small	80,-
426138	Padded Strap black, large	80,-
441079	Support Glove, Size 1	60,-
442079	Support Glove, Size 2	60,-
443079	Support Glove, Size 3	60,-
440600	Rear Carrier for tricycles	1.100,-
440601	Additionally Bicycle Adapter for Rear Carrier	200,-
440060	Home Training Pedals, small	pr. 40,-
441060	Home Training Pedals, large	pr. 60,-
440021	Hip Pads	pr. 160,-
440215	Safety Helmet for Children Size S, (48 - 52) blue	40,-
440216	Safety Helmet for Children Size S, (48 - 52) red	40,-
440225	Safety Helmet for Children Size M, (52 - 56) blue	40,-
440226	Safety Helmet for Children Size M, (52 - 56) red	40,-
416024	Basket, small	30,-
420024	Basket, medium	30,-
440025	Crank Shortener	pr. 40,-
441025	Crank Shortener 24	pr. 60,-

Spare part price list

Art. No.	Product	EURO	Art. No.	Product	EURO
440099	Steering Angle Limiter	25,-	416039	Shoulder Harness, short	pr. 100,-
440098	Steering Dumper 28 - 32 cm	30,-	440039	Shoulder Harness, long	pr. 100,-
441098	Steering Dumper 28 - 62cm	30,-	440040	Cane Holder (1 Cane)	40,-
440032	Lights with Backup Battery	100,-	440041	Cane Holder (2 Canes)	80,-
440034	Light Moped Seat (Denfeld)	100,-	412048	T-Seat Post 12/12	50,-
440035	Moped Seat	140,-	416048	T-Seat Post 16/16, 16"	50,-
440093	Multifunction Handlebar	120,-	420048	T-Seat Post 20/16, 20" Size I	50,-
440085	Women's Seat	60,-	424048	T-Seat Post 24/20, 20" Size II	50,-
416017	Wraparound Backrest with Padded Strap with Seat Post for Tricycle 16/16	300,-	426048	T-Seat Post 26/20, 20" Size III, 24", 26"	50,-
420017	Wraparound Backrest with Padded Strap with Seat Post for Tricycle 20/16	300,-	440080	Touring Handlebar	110,-
424017	Wraparound Backrest with Padded Strap with Seat Post for Tricycle 24/20	300,-	440091	Trekking Handlebar	110,-
426017	Wraparound Backrest with Padded Strap with Seat Post for Tricycle 26/20,24", 26"	300,-	441089	Vario Handlebar Size 1	140,-
412019	Standard Backrest with Strap with Seat Post for Tricycle 12/12	240,-	442089	Vario Handlebar Size 2	140,-
416019	Standard Backrest with Strap with Seat Post for Tricycle 16/16	240,-	443089	Vario Handlebar Size 3	140,-
420019	Standard Backrest with Strap with Seat Post for Tricycle 20/16	240,-	412086	Vario Backrest with Seat Post for Tricycle 12/12	320,-
424019	Standard Backrest with Strap with Seat Post for Tricycle 24/20	240,-	416086	Vario Backrest with Seat Post for Tricycle 16/16	320,-
426019	Standard Backrest with Strap with Seat Post for Tricycle 26/20, 24", 26"	240,-	420086	Vario Backrest with Seat Post for Tricycle 20/16	320,-
412020	Standard Backrest with Padded Strap with Seat Post for Tricycle 12/12	280,-	440050	Vertical Handlebar Grip	pr. 40,-
416020	Standard Backrest with Padded Strap with Seat Post for Tricycle 16/16	280,-	412056	Auxillary Handlebar, small	60,-
420020	Standard Backrest with Padded Strap with Seat Post for Tricycle 20/16	280,-	440056	Auxillary Handlebar	60,-
424020	Standard Backrest with Padded Strap with Seat Post for Tricycle 24/20	280,-	Stabilizers with telescopic suspension		
426020	Standard Backrest with Padded Strap with Seat Post for Tricycle 26/20, 24", 26"	280,-	416150	Stabilizers for 16" Wheels	pr. 500,-
440036	Rear-View Mirror	20,-	418150	Stabilizers for 18" Wheels	pr. 500,-
416148	Seat Post for Wraparound Backrest for Tricycle 16/16	70,-	420150	Stabilizers for 20" Wheels	pr. 500,-
420140	Seat Post for Wraparound Backrest for Tricycle 20/16	70,-	422150	Stabilizers for 22" Wheels	pr. 530,-
424148	Seat Post for Wraparound Backrest for Tricycle 24/20	70,-	424150	Stabilizers for 24" Wheels	pr. 530,-
426148	Seat Post for Wraparound Backrest for Tricycle 26/20, 24", 26"	70,-	426150	Stabilizers for 26" Wheels, with PU-Tire	pr. 580,-
412149	Seat Post for Standard Backrest for Tricycle 12/12	50,-	428150	Stabilizers for 28" Wheels, with PU-Tire	pr. 580,-
416149	Seat Post for Standard Backrest for Tricycle 16/16	50,-			
420149	Seat Post for Standard Backrest for Tricycle 20/16	50,-			
424149	Seat Post for Standard Backrest for Tricycle 24/20	50,-			
426149	Seat Post for Standard Backrest for Tricycle 26/20	50,-			
412062	Leg Harness for Seat small (12/12, 16/16, 20/16)	90,-			
426062	Leg Harness for Seat large (24/20, 26/20, 24", 26")	90,-			
428062	Leg Harness for Light Moped Seat (Denfeld 034)	90,-			
440083	Covered Luggage Carrier	180,-			
441038	Guide Rod for Standard Backrest	100,-			
442038	Guide Rod for Wraparound Backrest	120,-			
443038	Guide Rod for T-Seat Post	100,-			

**The minimum value per delivery is Euro 25.- net
All prices understand themselves plus 19 % VAT**

Tricycles for children and adolescents

Model 12/12 ALU TE Low entry aluframe, rigid drive train for forward and reverse riding, steering angle limiter, dual front caliper and drum brake, parking brake lever, Colors: See color chart
Price for standard model: **EURO 650,- HMV-Nr. 22.51.02.0013**

Model 16/16 TE Low entry frame, removeable rear axle, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, Colors: See color chart
Price for standard model: **EURO 1.090,- HMV-Nr. 22.51.02.0002**

Model 16/16 ALU TE Low entry aluframe, removeable rear axle, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, basket, Colors: See color chart
Price for standard model: **EURO 1.150,- HMV-Nr. 22.51.02.0002**

Model 20/16 Folding frame, removeable rear axle, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, Colors: See color chart
Price for standard model: **EURO 1.150,- HMV-Nr. 22.51.02.0003**

Model 20/16 TE Low entry frame, removeable rear axle, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, Colors: See color chart
Price for standard model: **EURO 1.150,- HMV-Nr. 22.51.02.0003**

Model 20/16 ALU TE Low entry aluframe, removeable rear axle, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, basket, Colors: See color chart
Price for standard model: **EURO 1.200,- HMV-Nr. 22.51.02.0003**

Model 24/20 Folding frame, removeable rear axle, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, Gel seat, Colors: See color chart
Price for standard model: **EURO 1.210,- HMV-Nr. 22.51.02.0004**

Model 24/20 TE Low entry frame, removeable rear axle, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, Gel seat, Colors: See color chart
Price for standard model: **EURO 1.210,- HMV-Nr. 22.51.02.0004**

Model 26/20 Folding frame, removeable rear axle, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, Gel seat, Colors: See color chart
Price for standard model: **EURO 1.260,- HMV-Nr. 22.51.02.0005**

Model 26/20 TE Low entry frame, removeable rear axle, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, Gel seat, Colors: See color chart
Price for standard model: **EURO 1.260,- HMV-Nr. 22.51.02.0005**

Model 26/20 VA Folding frame, reinforced rear axle (removeable), rear mudguards, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, lights, Gel seat, Colors: See color chart
Price for standard model: **EURO 1.530,- HMV-Nr. 22.51.02.0005**

Model 26/20 VATE Low entry frame, reinforced rear axle (removeable), rear mudguards, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, lights, Gel seat
Colors: See color chart
Price for standard model: **EURO 1.530,- HMV-Nr. 22.51.02.0005**

All prices understand themselves plus 19 % VAT

Tricycles for adolescents and adults

Model 24" Folding frame, removeable rear axle, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, lights, Gel seat, Colors: See color chart
Price for standard model: **EURO 1.640,- HMV-Nr. 22.51.02.0006**

Model 24" TE Low entry frame, removeable rear axle, rigid drive train for forward and reverse riding, dual front caliper and drum brake, parking brake lever, lights, Gel seat, Colors: See color chart
Price for standard model: **EURO 1.640,- HMV-Nr. 22.51.02.0006**

Model 26" Rigid drive train for forward and reverse riding, differential, dual front caliper and drum brake, parking brake lever, lights, Gel seat, Colors: See color chart
Price for standard model: **EURO 1.990,- HMV-Nr. 22.51.02.0007**

Model 26" TEK Low entry frame, rigid drive train for forward and reverse riding, differential, dual front caliper and drum brake, parking brake lever, lights, large, low mount rear basket, Gel seat, Colors: See color chart
Price for standard model: **EURO 2.190,- HMV-Nr. 22.51.02.0007**

Model 28" TEK Low entry frame, 3-speed freewheel hub with coaster brake, differential, dual front caliper and drum brake, parking brake lever, lights with hub dynamo, large, low mount rear basket, Gel seat, Colors: See color chart
Price for standard model: **EURO 2.600,-**

Sports Tricycles

Model 27" Racer 21 speed gear assembly, front drum brake, rear hydraulic brake, front mudguard, parking brake lever, lights, Gel seat, trip computer, Colors: See color chart
Price for standard model: **EURO 2.300,-**

Model 24" MTB Reinforced rear axle and rear mudguards, 21 speed gear assembly, rear hydraulic brake, parking brake lever, Gel seat, lights, trip computer, Colors: See color chart
Price for standard model: **EURO 2.780,-**

Model 26" MTB Reinforced rear axle and rear mudguards, 21 speed gear assembly, rear hydraulic brake, parking brake lever, lights, Gel seat, trip computer, Colors: See color chart
Price for standard model: **EURO 2.780,-**

Therapy Bicycles

Model 16" TE Low entry frame, freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension. Colors: See color chart
Price for standard model: **EURO 1.090,- HMV-Nr. 22.51.01.0002**

Model 16" ALU TE Low entry aluframe, freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension, Colors: See color chart
Price for standard model: **EURO 1.090,- HMV-Nr. 22.51.01.0002**

Model 20" Size I Folding frame, freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension. Colors: See color chart
Price for standard model: **EURO 1.160,- HMV-Nr. 22.51.01.0003**

Electric Bicycles

Model 20" Size I TE Low entry frame, freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension. Colors: See color chart
Price for standard model: **EURO 1.160,-** **HMV-Nr. 22.51.01.0003**

Model 20" Size I ALU TE Low entry aluframe, freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension. Colors: See color chart
Price for standard model: **EURO 1.160,-** **HMV-Nr. 22.51.01.0003**

Model 20" Size II TE Folding frame, freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension, Gel seat. Colors: See color chart
Price for standard model: **EURO 1.220,-** **HMV-Nr. 22.51.01.0003**

Model 20" Size II TE Low entry frame, freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension, Gel seat. Colors: See color chart
Price for standard model: **EURO 1.220,-** **HMV-Nr. 22.51.01.0003**

Model 20" Size III TE Folding frame, freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension, Gel seat. Colors: See color chart
Price for standard model: **EURO 1.280,-** **HMV-Nr. 22.51.01.0003**

Model 20" Size III TE Low entry frame, freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension, Gel seat. Colors: See color chart
Price for standard model: **EURO 1.280,-** **HMV-Nr. 22.51.01.0003**

Model 24" Folding frame, freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension, Gel seat. Colors: See color chart
Price for standard model: **EURO 1.340,-** **HMV-Nr. 22.51.01.0004**

Model 24" TE Low entry frame, freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension, Gel seat. Colors: See color chart
Price for standard model: **EURO 1.340,-** **HMV-Nr. 22.51.01.0004**

Model 26" 3-speed freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension, Gel seat. Colors: See color chart
Price for standard model: **EURO 1.490,-** **HMV-Nr. 22.51.01.0005**

Model 26" TE Low entry frame, 3-speed freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lights, stabilizers with telescopic suspension, Gel seat. Colors: See color chart
Price for standard model: **EURO 1.490,-** **HMV-Nr. 22.51.01.0005**

Therapy Bicycle Model 20" TE Size III Pedelec Low entry frame, hub motor (front wheel), 3-speed freewheel hub with coaster brake, front V-brake, parking brake lever, lights, stabilizers with telescopic suspension, Gel seat. Colors: See color chart
Price for standard model: **EURO 2.980,-**

Therapy Bicycle Model 24" TE Pedelec Low entry frame, hub motor (front wheel), 3-speed freewheel hub with coaster brake, front V-brake, parking brake lever, lights, stabilizers with telescopic suspension, Gel seat. Colors: See color chart
Price for standard model: **EURO 3.040,-**

Therapy Bicycle Model 26" TE Pedelec Low entry frame, hub motor (front wheel), 3-speed freewheel hub with coaster brake, front V-brake, parking brake lever, lights, stabilizers with telescopic suspension, Gel seat. Colors: See color chart
Price for standard model: **EURO 3.190,-**

Bicycle Tandems

Bicycle-Tandem 20" MK folding front frame, 3-speed freewheel hub with coaster brake, dual front caliper and drum brake, lock, kickstand, lights, Gel seats. Colors: See color chart
Price for standard model: **EURO 1.660,-**

Bicycle-Tandem 20" EW folding front frame, 3-speed freewheel hub with coaster brake, dual front caliper and drum brake, lock, kickstand, lights, Gel seats. Colors: See color chart
Price for standard model: **EURO 1.660,-**

Bicycle-Tandem 26" 3-speed freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lock, kickstand, lights, Gel seats. Colors: See color chart
Price for standard model: **EURO 1.550,-**

Tricycle Tandems

Tricycle-Tandem 20" MK folding front frame, reinforced rear axle, rear mudguards, 3-speed freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lock, lights, differential, Gel seats. Colors: See color chart
Price for standard model: **EURO 2.750,-**

Tricycle-Tandem 20" EW folding front frame, reinforced rear axle, rear mudguards, 3-speed freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lock, lights, differential, Gel seats. Colors: See color chart
Price for standard model: **EURO 2.750,-**

Tricycle-Tandem 26" Reinforced rear axle, rear mudguards, 3-speed freewheel hub with coaster brake, dual front caliper and drum brake, parking brake lever, lock, lights, differential, Gel seats. Colors: See color chart
Price for standard model: **EURO 3.090,-**

I. Offer, completion of contract

1. Our deliveries and services are exclusively effected on the basis of these terms and conditions. The terms and conditions and conditions of purchase of the contractual partner are only effective if we have acknowledged them in writing.
2. Our offers are without engagement. Any agreements are only effective once we have confirmed them in writing.
3. Any prospectuses, drawings, promotional literature etc. issued by us and data contained therein do not constitute any guarantees. They are only authoritative, if we expressly declare them as binding. We reserve the right to change deliveries or services as far as these changes are reasonable for the customer.
4. Any legal relations arising between the parties in connection with entering, executing and settling this contract - regardless whether they are based on a contractual, tortious or other foundation - are to be judged pursuant to the substantive law of the Federal Republic of Germany. The Vienna convention on contracts for the international sale of goods (CISG) does not apply.

II. Prices

All prices are on principle subject to change without notice. Delivery is made free domicile including packaging unless expressly otherwise agreed. The minimum value per delivery is Euro 25.00 net.

III. Payments, setoffs

1. Invoices are payable within 8 days after the date of invoice net cash, unless otherwise agreed in writing. Setoffs against our claims and withholding payment of the purchase price are not possible, unless the claim of the contractual partner has been acknowledged and determined to be legally valid.
2. When exceeding the time allowed for payment, as of the due date or at the latest as of the time of default, we charge interest of 8% above the current base rate, if the contractual partner is a legal person under public law, a public special fund or a businessman, and 5% above the current base rate, if he is a consumer. We reserve the right to further claims for damages.
3. Payments (including partial and advance payments) are always taken to settle the oldest debt position as well as its accumulated costs and interest.
4. Any setoff against a claim of the contractual partner is not possible unless the claim is undisputed or determined to be legally valid.

IV. Delivery periods

1. The delivery periods stated in our offers and order confirmations are approximate and without engagement unless we have expressly stated in writing that they are binding.
2. Acts of God, even if they occur at our suppliers, allow us to

postpone the delivery by the duration of the impediment and an appropriate preparation time or to fully or partially withdraw from the contract due to the non-fulfilled whilst immediately informing the customer. The customer may demand a statement by us whether we withdraw or deliver within an appropriate period of time. If we fail to give a statement, he may cancel. In this case, payments in return of the contractual partner are to be refunded immediately.

3. From the failure to comply with contractually agreed delivery periods arises the right for the contractual partner to cancel the contract only if he has granted sufficient time for subsequent improvement. Claims for compensation cannot be derived from this unless the default is due to a deliberate act or gross negligence on our part or due to the fact that a claim arises from a culpable injury of one's life, body or health.

V. Transfer of perils

We determine the dispatch type sequence and the means of transport as well as the forwarding agent and carrier. With handing over the goods to a forwarding agent or carrier, but at the latest once the goods leave the warehouse or supply plant, the peril of all businesses, also free deliveries or deliveries free domicile, is transferred to the contractual partner being a legal person under public law, a public special fund or a businessman. We only arrange for insurance on instruction by and at the expense of the contractual partner.

VI. Liability

1. The contractual partner being a legal person under public law, a public special fund, or a businessman has to examine the object of purchase for defects immediately upon receipt. Defects have to be reported in writing within a cut-off period of 8 days, otherwise the goods are considered approved. If such a defect is detected afterwards, it has to be reported immediately upon its discovery; otherwise the goods are considered approved even in view of this defect (§ 377 HGB [German Commercial Code]).
2. Our liability towards contractual partners being a legal person under public law, a public special fund or a businessman is limited to the extent that, at our choice, we subsequently improve defective goods or deliver faultless goods in exchange. Should this remedial action fail completely, the contractual partner may only demand an appropriate price reduction or the rescission of the individual business.
3. Liability claims do not exist if the object of purchase was treated inappropriately or overstrained or if parts were built into the object of purchase the use of which was not authorised by us or if the object of purchase was changed in a manner which was not authorised by us or if the contractual partner did not follow the instructions on the handling, maintenance or care (e.g. instruction manual) of the object of purchase. Normal wear and tear is also exempt from liability.
4. Personal liability of our legal representatives, assistants and staff members is excluded for damages caused by slight negligence.

5. Liability for delays in delivery is finally regulated in section IV.

6. If, according to statutory regulations, we have to bear a damage resulting from slight negligence in accordance with these stipulations, our liability is limited:

a. The liability only applies to material contractual obligations and is limited to typical damages foreseeable at the time of the conclusion of the contract.

b. We are not liable for damages resulting from slight negligence caused by a defect of the object of purchase.

7. Independent of negligence on our part, any possible liability in the event of fraudulent concealment of a defect, a liability in connection with the acceptance of a guarantee or of an exercise risk as well as pursuant to the product liability act will remain unaffected.

8. No exemption from liability exists for an injury of life and limb, which results from a negligent breach of duty on our part or from an intentional and negligent breach of duty by our legal representatives.

VII. Return of goods

If goods delivered by us are taken back although a statutory duty does not exist in this respect, the goods must be in perfect and mint condition. The return consignment has to be free domicile. The date of delivery and the invoice number have to be stated. For the repurchase, we charge a repurchase fee amounting to 10% of the net value of the goods.

VIII. Retention of title

Any goods delivered remain our property until all – even future – claims are paid to which we are entitled towards the contractual partner as a result of this business relation. The same applies to prospective and indirect claims and also in the event that payments are made for specially designated claims and also to claims unilaterally established by the insolvency trustee by way of acceptance of performance.

2. The claims of the contractual partner arising from the resale of the conditional commodity are already assigned to us today including any securities, which the contractual partner receives for the assigned claims. They serve as a security to the same extent as the conditional commodity.

3. The contractual partner is entitled to collect claims from the resale. He is obliged to transfer the collected amounts to us in the same amount as the invoice amount of the conditional commodity. This direct debit authorisation expires in the event of our revocation but at the latest with a default in payment, a dishonour of a cheque or bill of exchange or an application of opening insolvency proceedings. We will only make use of our right to revoke if we learn about facts revealing a material deterioration in the financial circumstances of the contractual partner, which jeopardizes our claim for payment. Upon our request, the contractual partner is obliged to inform his buyers immediately of the assign-

ment to us and to provide us with the information and documents required for collection. Under no circumstances is the contractual partner entitled to further transfer the claim.

4. The contractual partner has to inform us immediately of any distraint. The contractual partner, moreover, bears any costs which occur in connection with rescinding the distraint and recovering the object of purchase unless they can be collected by a third party.

5. If the value of the existing securities exceeds the secured claims including accessory claims (interest, expenses or similar) by more than 20% in total, at the request of contractual partner, we are obliged to release securities of our choice to an extent where the excess value is not more than 20%.

6. If the contractual partner falls behind with a payment or if he does not honour a cheque or a bill of exchange at the due date, we are entitled to take back the conditional commodity and, for this purpose, to access the company or the warehouse of the contractual partner, if necessary. The same applies in the event of other circumstances from which one can conclude a material deterioration in the financial situation of the contractual partner after concluding the contract and which jeopardizes our claim for payment. Taking back the goods does not constitute a withdrawal from the contract. Furthermore, we may prohibit any resale, processing and disposal of the conditional commodity. Instructions of the insolvency regulations remain unaffected.

IX. Additional agreements

Oral agreements are only valid, if we expressly confirm them in writing.

X. Place of fulfilment and jurisdiction

For any disputes arising from this contractual relation, the place of fulfilment and jurisdiction is Bielefeld, if our contractual partner is a legal person under public law, a public special fund or a businessman. We also have the right to take legal action at the principal place of business of the customer.

Corporate seat: Bielefeld
Registration court Bielefeld HRB 30811
Geschäftsführer [general manager] Walter Haverich