



**GENERAL SALES CONDITIONS  
of PINNLEE EUROPE B.V.**

**Clause 1- General**

In these 'General Sales Conditions':

- 1.1. "Pinnlee" means the private company with limited liability Pinnlee Europe B.V., with its registered office in Amsterdam and having its principal place of business at the Naritaweg 127 in (1043 BS) Amsterdam, the Netherlands;
- 1.2. "Sales Conditions" means these general sales conditions of Pinnlee.
- 1.3. "Buyer" means Pinnlee's contracting party, being the (potential) buyer or a (legal) person on behalf of the (potential) buyer.
- 1.4. "Agreement" means any agreement concluded between Pinnlee and (one or more) Buyer(s) concerning the delivery of Goods by Pinnlee or the performance of services by Pinnlee, as laid down in the agreement and in additional or follow-up agreements.
- 1.5. "Goods" means all the goods to be sold and/or supplied by Pinnlee to the Buyer within the meaning of article 3:2 Dutch Civil Code (hereinafter referred to as: "DCC") and all services to be performed by Pinnlee for the Buyer.
- 1.6. "Parties" means Pinnlee and the Buyer.
- 1.7. "Incoterms" means the latest version of the Incoterms drafted by the International Chamber of Commerce in Paris, France.
- 1.8. "Consequential damage" means, inter alia, trade loss, damage due to business interruption, loss of profits or loss of revenues.

**Clause 2- Applicability**

- 2.1. These Sales Conditions apply to and form part of all legal relationships whereby Pinnlee acts as (potential) seller and/or service provider. Legal relationships also means all obligations between Pinnlee and the Buyer arising from written or unwritten law. This also includes any continuing performance agreement applicable between Pinnlee and the Buyer (arisen implicitly or otherwise), arising from a series of isolated agreements and/or a consistent commercial relationship between Pinnlee and the Buyer.
- 2.2. Deviations from these Sales Conditions are valid only if in writing. Such a deviation has no effect with regard to any other (future) agreements.
- 2.3. Applicability of general terms and conditions used by the Buyer is expressly rejected.
- 2.4. Should there be a conflict between the terms of these Sales Conditions and the terms of the Agreement, the terms of the Agreement shall prevail.
- 2.5. If Pinnlee does not invoke the provisions of these Sales Conditions in a particular case, this does not mean that Pinnlee has waived the right to invoke the provisions of these Sales Conditions in other cases.



**Clause 3- Offers**

- 3.1. All quotes, offers and price specifications made by Pinnlee are without commitment so that Pinnlee is always entitled to revoke the offer, regardless of whether there is a term within which the acceptance must have been effected. The offer can also be revoked within two working days after acceptance.
- 3.2. Every offer made by Pinnlee is subject to reservation of (timely) deliverability/availability of what is offered.
- 3.3. A proposal of Pinnlee is valid only for the Buyer to which it has been made and only for the duration of the term of validity.
- 3.4. Samples shown or furnished only serve as an indication of the quality to be delivered by Pinnlee.

**Clause 4- Agreement**

- 4.1. An agreement between Pinnlee and the Buyer is only made after Pinnlee has confirmed the Buyer's order in writing by means of an order confirmation.
- 4.2. A change or addition to an Agreement is only valid if it has explicitly been agreed between Pinnlee and the Buyer in writing.
- 4.3. If delivery is effected without prior consultation on price, quantity, composition and/or conditions, the Buyer is bound by price and conditions which Pinnlee stipulates for that delivery.

**Clause 5- Price**

- 5.1. The prices are in United States dollar, unless otherwise agreed.
- 5.2. The prices are exclusive of taxes, duties and other charges. Any such taxes, duties and other chargers shall be for Buyer's account.
- 5.3. Pinnlee has the right, in the event it has extra costs for the performance of the Agreement as a result of an increase in transport rates, supplements in connection with high and low tide or floating ice, shipping which is hindered in whole or in part, government measures, delay in or impossibility of normal unloading, increase in storage and transhipment rates, congestion, strike, riot or similar events, to charge these costs to the Buyer.
- 5.4. Pinnlee has the right to charge taxes, import duties, charges and other payments imposed by the government which were not known or did not apply when making the contract, or increases thereof on to the Buyer.
- 5.5. Revocations or reductions of the taxes, import duties, levies or other payments imposed by the government, which were not taken into account when determining the contract price, will inure to the Buyer.

**Clause 6- Payment**

- 6.1. The Buyer must pay the agreed price and any other amounts due (including but not limited to taxes, duties and other charges) within fourteen (14) days after the invoice date, unless explicitly otherwise agreed in writing. The day of payment is the day of deposit on Pinnlee's bank account. Payments by cash or cheque will not be accepted. The payment must be effected in the Netherlands, unless otherwise agreed.
- 6.2. If the Parties have agreed on payment in advance, without further indication, it will be assumed that such payment, unless otherwise agreed, refers to the full price and that the advance payment must be received on Pinnlee's bank account in immediately available funds at least thirty (30) days before the agreed date of

shipment or the earliest date within the agreed shipment period. If advance payment has been agreed only for a part of the contract price, the payment conditions of the remaining amount will be determined according to the provisions set forth in this Clause 6.

- 6.3. If the parties have agreed on payment by documentary credit, then, unless otherwise agreed, the Buyer must arrange for a documentary credit in favour of Pinnlee to be issued by a bank acceptable to Pinnlee, subject to the Uniform Customs and Practice for Documentary Credits (UCP 600) published by the International Chamber of Commerce, and to be notified at least thirty (30) days before the agreed date of shipment or at least thirty (30) days before the earliest date within the agreed shipment period. Unless otherwise agreed, the documentary credit shall be payable at sight and allow transshipments and partial deliveries.
- 6.4. If the parties have agreed on payment by documentary collection, then, unless otherwise agreed, documents will be tendered against payment (D/P) and the tender will in any case be subject to the Uniform Rules for Collections (URC 522) published by the International Chamber of Commerce.
- 6.5. If the parties have agreed that payment is to be backed by a bank guarantee, the Buyer is to provide, at least thirty (30) days before the agreed date of shipment or at least thirty (30) days before the earliest date within the agreed shipment period, a first demand guarantee with wordings and in a form acceptable to Pinnlee and issued by a bank acceptable to Pinnlee.
- 6.6. The Buyer is under no circumstances entitled to any discount and/or set-off and/or suspension.
- 6.7. If the Buyer fails to pay the invoice within the term set by Pinnlee, dies, is declared bankrupt or applies for a suspension of payments, the Buyer will be in default without notice of default being required and all payment obligations will then become immediately due and payable.
- 6.8. In the event of late payment, the Buyer will owe Pinnlee the statutory late payment interest pursuant to article 6:119a DCC.
- 6.9. If the Buyer fails in the performance of its obligations, the Buyer will in addition owe Pinnlee a penalty in the amount of 10% of the purchase price, without prejudice to Pinnlee's right to (i) dissolve as set out in Clause 15 or (ii) claim performance of the Agreement, in all cases without prejudice to Pinnlee's right to claim in addition the damage actually suffered.
- 6.10. If the Buyer fails in the performance of its obligations, it will owe extrajudicial (collection) costs, which are set at 15% of the principal it owes or the damage suffered or the costs actually incurred for legal assistance if this leads to a higher amount, as well as all judicial costs.
- 6.11. If Pinnlee doubts on reasonable grounds that the Buyer is able to perform its payment obligations and/or other obligations, which is in any event so if the Buyer leaves a due debt unpaid, Pinnlee will be entitled to claim that the Buyer prepays the agreed amount or that the Buyer furnishes sound security. Until the Buyer has done so, Pinnlee will be entitled to suspend the performance of the Agreement. The amount of the prepayment or the amount and/or the quality of the security to be furnished will be assessed by Pinnlee.

#### **Clause 7- Retention of title**

- 7.1. Pinnlee retains title to the Goods delivered, including the documents delivered, until the Buyer has performed all its obligations to Pinnlee. The Goods which Pinnlee delivers to the Buyer thus remain the exclusive property of Pinnlee – including after and despite processing or treatment – until the time of full payment of all claims of Pinnlee relating to Goods delivered or to be delivered (pursuant to the contract) or

services performed or to be performed for the Buyer, as well as until the time of full payment of the claim due to failure to perform such contracts (including costs and interest).

- 7.2. If the Buyer is obliged to pay compensation, title will first pass after full compensation has been paid.
- 7.3. During the period that the title to the Goods still rests with Pinnlee, the Buyer is obliged to store the Goods delivered subject to retention of title carefully and as the recognisable property of Pinnlee and it cannot transfer the Goods to third parties (sale and/or delivery) and/or encumber them with a security right.
- 7.4. The Buyer may make use of Goods to be delivered to third parties within the normal course of the Buyer's business subject to the following provisions:
  - a) in the event of whole or partial resale/delivery of the Goods, or the Goods obtained by processing, the Buyer undertakes to only effect sale/delivery subject to retention of title. The Buyer undertakes to assign the claim and rights arising from the resale to Pinnlee upon first request;
  - b) in the event of processing of the Goods, the Goods thereby obtained will take the place of the delivered Goods. This also applies if the new product is compiled of Goods delivered by Pinnlee and Goods of third parties. If one or more of these third parties also stipulate(s) a retention of title as referred to above, Pinnlee will acquire the co-ownership of the newly created goods. Insofar as necessary the Buyer hereby grants an undisclosed pledge on these goods in favour of Pinnlee;
  - c) the Buyer undertakes not to have the claims on third parties collected by other parties or to assign them to other parties, or to subrogate others to the claims rights, without Pinnlee's prior written consent.
- 7.5. If the Buyer fails in the performance of its obligations to Pinnlee, or if Pinnlee has reasonable grounds for fearing that the Buyer will fail in the performance of those obligations, Pinnlee is entitled to take back the delivered Goods at the Buyer's expense without the Buyer's prior notice, without prejudice to Pinnlee's right to claim further compensation.
- 7.6. If the contract is terminated by Pinnlee and/or Buyer and the Goods are still subject to a retention of title, the Buyer must immediately make these goods available to Pinnlee. The Buyer does not have the right to set off its claims or suspend its obligations to make the goods available on the basis thereof.
- 7.7. With regard to deliveries by Pinnlee of Goods in Germany, the property law consequences of the retention of title as stipulated in Clauses 7.1-7.6 of these Sales Conditions are governed by German law. In such cases Clauses 7.1-7.6 also encompass the extended retention of title ("Verlängerter Eigentumsvorbehalt").
- 7.8. The Buyer or a representative/agent designated by the Buyer is not entitled to present documents to third parties, make pledges to third parties, or grant any other right thereon to third parties, until the purchase price is deposited on Pinnlee's (bank) account specified therefore.
- 7.9. If Pinnlee presents documents to the Buyer, this will take place on the following conditions:
  - a) presentation of documents to third parties will only be effected 'in trust', in other words: the Buyer will hold the documents on behalf of Pinnlee on an exclusive basis;
  - b) unless payment has been made to Pinnlee, the Buyer must transfer the documents to Pinnlee upon Pinnlee's request;
  - c) the Buyer will not transfer the documents to a third party, unless the Buyer has received written confirmation from Pinnlee that the documents have been paid;

- d) the Buyer must immediately notify Pinnlee in the event that payment will not be made in conformity with the contractual payment conditions when the Buyer becomes aware thereof;
- e) in this Clause "Buyer" also includes the representative or agent of the Buyer.

## **Clause 8- Delivery and risk**

- 8.1. The delivery of the Goods will be effected in accordance with the agreed delivery condition. This delivery condition shall be interpreted in accordance with the Incoterms. If no delivery condition has been agreed, delivery is effected when Pinnlee makes the Goods available to the Buyer or - in the event of transport - when Pinnlee makes the Goods available to the first transporter.
- 8.2. Pinnlee does not guarantee that the Goods will be delivered on the agreed delivery date. In the event of late delivery Pinnlee must be given written notice of default, whereby it must be given a reasonable term of four (4) weeks to effect performance.
- 8.3. Pinnlee is permitted to deliver the Goods in partial shipments. In such case Pinnlee is entitled to invoice separately and the Buyer is obliged to pay these invoices as if they were invoices for separate agreements.

## **Clause 9- Transport documents and other documents**

- 9.1. Pinnlee's copy of the transport document signed without observations by the carrier is full proof of shipment of the numbers stated on the transport document, as well as of the externally good state of the Goods.
- 9.2. The Buyer is obliged to provide Pinnlee in a timely manner with all documents applicable to the transaction and/or the Goods sold, with due observance of the prescribed terms and formal requirements, failing which the Buyer will be fully liable to Pinnlee for the damage resulting from its failure. This also applies with respect to compliance with the provisions of the European Union or other national and/or international authorities and governments.
- 9.3. All costs that are caused by or result from drawing up and providing the required documents are for the account of the Buyer, unless expressly agreed otherwise.
- 9.4. The Buyer will allow Pinnlee to inspect the insurance policies upon Pinnlee's first request.
- 9.5. As soon as the Buyer fails in the performance of any obligation or has payment difficulties, Pinnlee has the right to immediately take back the documents or the goods, or the goods obtained by processing, to sell them in its own name and to set off the proceeds against Pinnlee's claims on the Buyer.
- 9.6. As soon as the Buyer fails in the performance of any obligation or has payment difficulties, Pinnlee will have the right to immediately repossess or have repossessed the documents or immediately recollect or have recollected the Goods or the good obtained by working or processing, sell or have sold them or it in its own name and deduct the proceeds from the claims of Pinnlee against the Buyer.
- 9.7. All certificates issued in the country of origin that are usually regarded as conclusive evidence of the quality and/or condition of the Goods by importers, shall also be regarded as conclusive evidence of the quality and/or condition of the Goods by the Buyer.



**Clause 10 - Taking receipt**

- 10.1. As of the agreed delivery date the Buyer is obliged to take receipt of the Goods upon presentation by Pinnlee.
- 10.2. If the Buyer does not or not directly take receipt of the Goods, Pinnlee is, with reservation of the other rights of Pinnlee, entitled at the Buyer's expense and risk to store the goods at Pinnlee's premises or with third parties. The Buyer is obliged to remove the Goods from that location at its own expense and risk.

**Clause 11 - Numbers, dimensions, weights and further details**

- 11.1. Minor deviations compared to the specified sizes, weights, numbers, colours and other such data shall not be regarded as shortcomings of Pinnlee. Loss of weight as a result of cooling or freezing shall also not be regarded as a shortcoming of Pinnlee.
- 11.2. Whether there are minor deviations is determined on the basis of commercial practices.
- 11.3. If delivery in instalments is agreed, the ordered or delivered quantity will be deemed an individual contract with regard to the quality and further condition of the Goods delivered and of the payment.
- 11.4. If the sale has been on the condition "free on board", "free on truck", "carriage paid" or "delivery paid" the weight determined by Pinnlee, the delivering factory and/or silo company is final.
- 11.5. However, if Pinnlee, on the basis of the purchase contract on which it purchased the Goods, must accept another than the usual method of weight determination, the Buyer is also obliged to accept this weight determination as final.
- 11.6. In the event of delivery conditions "Lighter takeover" or "Silo takeover" the quantity loaded onto the vehicle/vessel or unloaded from the silo is deemed final with regard to the quantity, quality and condition, while the condition of the goods at the time of takeover is decisive with regard to the quality and condition.

**Clause 12 - Liability**

- 12.1. If the Goods delivered appear not to conform to the Agreement in an essential respect, Pinnlee will once have the right to deliver a replacement.
- 12.2. In a situation of force majeure as referred to in Clause 14.2., Pinnlee has the possibility to still perform its obligations after the circumstances that resulted in the non-attributable failure have ceased to exist, or cancel the Agreement or the part thereof that has not yet been performed, without becoming liable for any damages to the Buyer.
- 12.3. If the Goods delivered do not conform to the agreement and Buyer has timely filed a complaint, the Buyer will only be entitled to damages or a price reduction with due observance of the other provisions of this Clause. The Buyer will not be entitled to terminate the Agreement.
- 12.4. Pinnlee is never liable for damage caused by death or injury, nor for Consequential Damage and loss owing to stoppage. Pinnlee does not accept any product liability for any defective Goods or defects or defects relating to the Goods delivered under any Agreement.
- 12.5. Pinnlee's aggregate liability towards the Buyer under an Agreement is in any event limited to the invoice amount charged or to be charged by Pinnlee in the relevant case exclusive of VAT and other charges on the understanding that this liability is in any event limited to a maximum of US\$ 100,000 (one hundred thousand United States Dollars).

- 12.6. Limitations and/or exclusions of liability will only not apply insofar as the loss is the result of an act or omission of Pinnlee or Pinnlee's management, either committed or refrained from with the intention to cause that damage or recklessly and with the knowledge that that damage would very probably arise.
- 12.7. If subordinates of Pinnlee or persons whose services Pinnlee uses for the performance of the Agreement are held liable, these persons can invoke each exclusion and/or limitation of liability that Pinnlee can invoke pursuant to these Sales Conditions or any other legal or contractual provision.

## **Clause 13 - Indemnity**

- 13.1. The Buyer is obliged to indemnify Pinnlee against all claims of third parties in connection with damage in relation to the performance of or in connection with the contract.
- 13.2. This obligation of the Buyer, as set out under Clause 13.1, does not apply in so far as the damage results from an act or omission of Pinnlee or the management of Pinnlee, either committed or refrained from with the intention to cause that damage or recklessly and with the knowledge that that damage would very probably arise.
- 13.3. Damage includes inter alia damage caused by death or injury, damage to properties of third parties, any form of financial loss, "demurrage" and other direct or indirect (consequential) damage that might arise at Pinnlee or at third parties. This damage also includes judicial and/or extrajudicial costs that Pinnlee has had to incur to defend itself against claims of third parties.

## **Clause 14 - Force majeure**

- 14.1. In the event of force majeure, within the meaning of article 6:75 DCC, the performance of the Agreement will be fully or partially suspended for the duration of the force majeure period, without Pinnlee and the Buyer being liable for damages in this respect. If the force majeure situation lasts longer than thirty (30) days, the other party will have the right to terminate the Agreement in whole or in part by means of a registered letter, with immediate effect and without judicial intervention being required and without this giving rise to any right to damages.
- 14.2. Force majeure on the side of Pinnlee in any case includes, regardless of whether these circumstances are or were foreseeable at the time of the conclusion of the contract: acts and/or omissions of non-subordinate persons whom Pinnlee uses in the performance of the Agreement; whole or partial misproduction; unsuitability or poor quality of goods which Pinnlee uses in the performance of the Agreement; exercising by a third party of one or more rights with regard to the Buyer, whether or not in relation to a shortcoming of the Buyer in the performance of the contract made between the Buyer and such third party; work strike; blockade; stagnation of energy and water supplies; stagnation in domestic and/or foreign supply of commodities; disruption in business activities; illness(es); import, export and/or transit prohibitions; measures of governments or other competent agencies (incl. changes in import and export regulations, duties and levies); transport problems; unforeseen technical circumstances; non-performance of obligations or mis-performance by suppliers and/or other agents of Pinnlee; boycott of Pinnlee or of its suppliers; weather conditions; natural and/or nuclear disasters; riot; sabotage; fire; terrorism; war and threat of war. This list not to be deemed exhaustive.

## **Clause 15 - Termination and suspension**

- 15.1. If the Buyer does not, not properly or not in a timely manner fulfil any obligation arising from the Agreement or from these Sales Conditions, the Buyer will be in default without notice of default being required, and Pinnlee will be entitled, without becoming liable for any damages on that basis and without prejudice to the further rights accruing to Pinnlee, to suspend the fulfilment of its obligations and or dissolve or terminate the Agreement concerned in whole or in part with immediate effect and without judicial intervention being required.
- 15.2. In the event of termination by Pinnlee, Pinnlee will be entitled, at its own discretion, by way of damages, to:
- a) the possible negative difference between the contract price and the market value of the Goods concerned on the day of non-fulfilment; or
  - b) the difference between the contract price and the price of the substitute purchase:  
everything without prejudice to the Pinnlee's right to claim additional or replacement damages.
- 15.3. Pinnlee is furthermore entitled, without becoming liable for any damages on that basis and without prejudice to the further rights accruing to Pinnlee, to terminate the Agreement with immediate effect and without judicial intervention being required, if:
- a) the Buyer is granted a suspension of payments or is bankrupt, or applies for a suspension or threatens to go bankrupt, or attachment is levied of any part of its assets;
  - b) the Buyer dies, ceases its activities, decides to enter into liquidation or otherwise loses its legal personality;
  - c) any of the events mentioned under Clause 15.3 a) and/or b) happening or being threatened in relation to Buyer under any other Agreement between Pinnlee and Buyer, or to any affiliated companies of Buyer under any other related agreements between such affiliated company of Buyer and Pinnlee, or to any surety of Buyer.  
everything without prejudice to Pinnlee's right to claim additional or replacement damages.
- 15.4. Pinnlee has the right to offset claims against the Buyer against debts to the Buyer, also if the claims and/or debts are not yet due and payable or eligible for immediate settlement.
- 15.5. Buyer shall indemnify Pinnlee from any and all losses, liability, costs, claims, damages (including Consequential Damage) demands and expenses (including legal costs) arising from or in connection with any delay, breach or non-performance by Buyer of the Agreement or any misrepresentation of Buyer in relation to the Goods.

## **Clause 16 - Transfer of rights and obligations**

- 16.1. Pinnlee has the right to transfer rights and/or obligations pursuant to the Agreement to third parties.
- 16.2. Unless otherwise agreed, the Buyer may transfer rights and/or obligations pursuant to the Agreement to third parties only with the prior written consent of Pinnlee. Pinnlee may attach conditions to this consent.
- 16.3. The Buyer undertakes to assign any claim or claims against its insurance company to the Pinnlee immediately on request of Pinnlee.



## **Clause 17 - Miscellaneous**

- 17.1. The unenforceability or nullity of a provision in these Sales Conditions will not have any effect on the validity of the other provisions laid down in these Sales Conditions. The Sales Conditions will in such case be interpreted as if the unenforceable or void provisions did not form part of this agreement.
- 17.2. The Buyer shall treat all information provided by Pinnlee and the Agreement as confidential and shall not make such information available to any third party, except and in as far as this is necessary in connection with the performance of the Buyer's obligation under the Agreement. This obligation remains in force after the Agreement has been carried out or has been terminated.

## **Clause 18 - Period of limitation**

- 18.1. All claims against Pinnlee expire by the lapse of one (1) year after the date of the Agreement.

## **Clause 19 - Governing law**

- 19.1. All legal relationships arising from or relating to these Sales Conditions or the Agreement(s) are governed exclusively by Dutch law. Applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.

## **Clause 20 - Competent court**

- 20.1. All disputes arising from or relating to these Sales Conditions or the Agreement(s) between Pinnlee and the Buyer will be settled exclusively by the Rotterdam District Court if the Buyer has its registered office in the European Economic Area (EEA) and if the Buyer does not have its registered office in the EEA by means of arbitration in Rotterdam in accordance with the Unum arbitration rules ([www.unum.world](http://www.unum.world)).

## **GERMANY CLAUSE**

### Verlängerter Eigentumsvorbehalt

- (1) Pinnlee behält sich das Eigentum an den Liefergegenständen bis zum Eingang aller Zahlungen aus dem Liefervertrag vor. Verarbeitung oder Umbildung erfolgen stets für Pinnlee als Hersteller, jedoch ohne Verpflichtung für sie. Wird der Liefergegenstand mit anderen, Pinnlee nicht gehörenden Gegenständen nicht verarbeitet, so erwirbt Pinnlee das Miteigentum an der neuen Sache im Verhältnis des Wertes der Kaufsache zu den anderen verarbeiteten Gegenständen zur Zeit der Verarbeitung. Erlischt das (Mit-) Eigentum Pinnlee durch Verbindung, so wird bereits jetzt vereinbart, dass das (Mit-) Eigentum Pinnlee an der einheitlichen Sache wertanteilmässig (Rechnungswert) auf Pinnlee übergeht. Der Käufer verwahrt das (Mit-)Eigentum Pinnlee unentgeltlich. Ware, an der Pinnlee (Mit-)Eigentum zusteht, wird im folgenden als Vorbehaltsware bezeichnet.
- (2) Der Käufer ist berechtigt, die Vorbehaltsware im ordnungsgemässen Geschäftsverkehr zu verarbeiten oder zu veräussern, solange er nicht in Verzug ist. Verpfändungen oder Sicherungsübereignungen sind unzulässig. Die aus dem Weiterverkauf oder einem sonstigen Rechtsgrund (Versicherung, unerlaubter Handlung) bezüglich der Vorbehaltsware entstehenden Forderungen tritt der Käufer bereits jetzt sicherungshalber im vollem Umfang an Pinnlee ab. Pinnlee ermächtigt ihn widerruflich, die an Pinnlee abgetretenen Forderungen für dessen Rechnung im eigenen Namen einzuziehen. Diese Einzugsermächtigung kann nur widerrufen werden, wenn der Käufer seinen Zahlungsverpflichtungen nicht ordnungsgemäss nachkommt.

- (3) Bei Zugriffen Dritter auf die Verbehaltsware wird der Käufer auf das Eigentum Pinnlee hinweisen und diese Unverzüglich benachrichtigen.
- (4) Bei vertragswidrigem Verhalten des Käufers – insbesondere Zahlungsverzug – ist Pinnlee berechtigt, die Verbehaltsware zurückzunehmen oder ggf. Abtretung der Herausgabeansprüche des Käufer gegen Dritte zu verlangen. In der Zurücknahme sowie in der Pfändung der Verbehaltsware durch Pinnlee liegt kein Rücktritt vom Verträge.
- (5) Pinnlee verpflichtet sich, die Ihr zustehenden Sicherheiten auf Verlangen des Käufers insoweit freizugeben, als der Wert der Sicherheiten die zu sichernden Forderungen um 20% übersteigt. Für die Bewertung des Sicherungsgutes ist, auch soweit es be- oder verarbeitet worden ist, der Gestehungspreis massgebend. Die Bewertung abgetreter Forderungen erfolgt zu deren Nennwert.