

Conditions for the supply of tools, models and materials

1. The Customer shall provide the tools and models to the Contractor for a provisional period upon receipt of an order. The tools and models shall remain the exclusive property of the Customer.
2. In the event of the Contractor himself producing tools or models for the purpose of manufacturing parts for the Customer or in the event of the Contractor procuring tools and models for this purpose, the said tools and models shall become the property of the Customer. Transfer of ownership from the Contractor to the Customer of the tools and models belonging or that will belong to former is effective upon placement of the order. In this context, the Contractor shall, free of charge, hold and take correct care of the tools and models on behalf of the Customer. In so far as the Contractor shall himself produce tools and models, he shall do so on behalf of the Customer.
3. The Contractor shall be obliged, at the request of the Customer, to immediately return the said tools and models.
4. The Contractor shall bear the costs of servicing and maintenance of the tools and models.
5. The tools, models and materials provided shall not be passed on to third parties and may only be used under the agreed conditions. They shall be clearly identified as the property of the Customer and stored separately and the Contractor shall take appropriate action to protect them from the effects of any damage. The Customer has insured his tools and models against fire. The Contractor shall, at his own expense, provide adequate insurance of the materials against damage by fire, water, theft and natural disaster.
6. Following receipt by the Contractor, the tools, models and materials supplied shall undergo a quantity, dimensional and quality inspection. Any discrepancies in terms of quality or dimensions or any other deficiencies shall be immediately reported to the Customer, who shall decide, within an appropriate period of time, upon the measures to be taken. This procedure also applies to deficiencies which are detected in the course of production.
7. Any manufacturing deficiencies in the tools or models or processing deficiencies of the materials may only be rectified by the Contractor following prior agreement by the Customer. The Contractor is liable for the value of the equipment which has to be rejected as a result of a fault on his part, and for any prejudice to the Customer that is incurred in this connection.
8. In the event of the material supplied by the Customer being processed to form a new item or combined or associated with other items, the Customer shall become owner of the new item and/or co-owner in proportion to his share of the combined item. The Contractor shall preserve the new item and/or the combined item with appropriate care and attention on behalf of the Customer. Should the Contractor dispose of the Customer's materials or the new or combined items to which the Customer has gained ownership and/or co-ownership, the Contractor shall assign to the Customer all claims, together with all associated rights to which he is entitled as a result of the said disposals, or as a result of associated part-payments or any other financial agreements to which he may become party. Taking priority over the rest, the transfer is limited to the value of the share of the relevant claim that corresponds to the purchase price of the material provided by the Customer, with a 10% surcharge.

At the request of the Customer, the Contractor is obliged to inform the other party of the transfer of the claim and to give to the Customer all information and documentation required to assert his rights vis a vis the other party. Any recovery costs or disbursements incurred shall be borne by the Contractor.