7.3 Rights of recourse of the buyer against the seller under s. 478 Civil Code (businesspersons' right of recourse) shall exist only to the extent that the buyer has not entered into any agreements with its customer that go beyond the statutory warranty claims. The scope of the buyer's rights of recourse against the seller under s. 478 (2) Civil Code shall further be subject to no. 7.5 mutants.

7.4 In other respects, claims to damages shall be subject to no. 9 (other claims to damages). Claims of the buyer against the seller and the seller's agents for whom it is vicariously liable going beyond this or other than those dealt with by no. 9 shall be excluded.

8. Impossibility, adaptation of contract

8.1 To the extent that delivery is impossible, the buyer shall be entitled to claim damages, unless the seller is not responsible for the impossibility. However, the buyer's claim to damages shall be restricted to ten per cent of the value of the part of the delivery.

8.2 To the extent that unforeseeable events in the meaning of no. 4.2 materially alter the financial significance or the contents of the delivery or have a substantial effect on the seller's business operations, the contract shall be adapted to a reasonable degree, in accordance with good faith. To the extent that this cannot be financially justified, the seller shall have the right to terminate the contract. If it wishes to avail itself of this right of termination, it shall notify the buyer of this without delay. The buyer is realizing the implications of the event, even if an extension of the delivery period has first been agreed with the buyer.

9. Other claims to damages

9.1 The buyer's claims to compensation and reimbursement (hereinafter: "claims to damages", on whatever legal basis, in particular for the breach of duties under the obligatory relationship and in tort, are excluded.

9.2 The buyer shall not apply to liability is mandatory, for example under the Product Liability Act (Produkthaftungsgesetz), in cases of intentional, gross negligence, or of death, injury to body or health, or the United states of material defects.

The claim to damages for the violation of fundamental contractual duties shall, however, be restricted to damages that is typically unforeseeable events, unless this is not unreasonable, unforeseeable events, unless this is not unreasonable, unforeseeable events, unless this is not unreasonable.

The above provisions do not entail a reversal of the burden of proof to the detriment of the buyer.

9.3 To the extent that the buyer has claims to damages under this no. 9, these claims shall expire at the end of the period of limitation for defects of quality under no. 7.2. Claims to damages under the Product Liability Act shall be subject to the statutory provisions on limitation.

10. Retention of title

10.1 The buyer shall retain title to all items delivered until the seller's claims arising from the business connection have been paid in full. This shall apply even if the buyer pays the purchase price of particular deliveries, for in this case the retained title to the goods remains with the buyer. The seller shall not be entitled to resell the goods, nor to pledge them or use them as security.

10.2 If the title or co-title is sold without the consent of the seller, the sale shall be invalid. If the seller does not receive the payment for the purchase price of the goods, the seller shall have the right to demand the withdrawal of the buyer from the sales contract.

10.3 If the buyer is in default with the payment for earlier deliveries, the seller shall have the right to demand the withdrawal of the buyer from the sales contract.

10.4 The buyer hereby agrees to transfer all rights to the buyer to all items delivered. The buyer's claims to damages shall, however, be restricted to damages that are typically unforeseeable events, unless this is not unreasonable, unforeseeable events, unless this is not unreasonable.

The above provisions do not entail a reversal of the burden of proof to the detriment of the buyer.

10.5 The buyer hereby agrees to transfer all rights to the buyer to all items delivered. The buyer's claims to damages shall, however, be restricted to damages that are typically unforeseeable events, unless this is not unreasonable, unforeseeable events, unless this is not unreasonable.

10.6 The buyer hereby agrees to transfer all rights to the buyer to all items delivered. The buyer's claims to damages shall, however, be restricted to damages that are typically unforeseeable events, unless this is not unreasonable, unforeseeable events, unless this is not unreasonable.

10.7 The buyer hereby agrees to transfer all rights to the buyer to all items delivered. The buyer's claims to damages shall, however, be restricted to damages that are typically unforeseeable events, unless this is not unreasonable, unforeseeable events, unless this is not unreasonable.

10.8 The buyer hereby agrees to transfer all rights to the buyer to all items delivered. The buyer's claims to damages shall, however, be restricted to damages that are typically unforeseeable events, unless this is not unreasonable, unforeseeable events, unless this is not unreasonable.