

# HARNESS FITTINGS

Herm, Greenger

HANDCRAFTED FOR EQUESTRIAN

SINCE 1872



## Main categories

Rings &buckles3-7Snap hooks12-13Bridle hardware & Hook for marathon8-9Driving accessories14-17Saddle accessories10-11Blanket accessories & chains18

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## available qualities

00	miscellaneous
01	steel nickel plated
05	steel polished
06	steel galvanised
30	brass polished, I. quality
31	brass polished, I. quality nickel plated
33	brass polished, II. quality
34	brass polished, II. quality nickel plated
35	brass polished, II. quality chrome plated

39	neverrust zinc plated
40	German Silver highly polished
43	German Silver mechanically polished
45	highly polished
50	neverrust brass plated
51	aluminium waterproof
55	HS-stainless steel
56	stainless steel
51 55	aluminium waterproof HS-stainless steel



#### D-Ring, bent

casted

Article number	Material	Inside width [mm]	Thickness [mm]	Box qty.
43219 020 43	43	20	3	100



## D-Ring casted

Article number	Material	Inside width [mm]	Thickness [mm]	Box qty.
43220 016	33 / 43	16	4,5	100
43220 018 43	43	18	4,5	100
43220 020	33 / 43	20	4,5	100
43220 023 33	33	23	4,5	100
43220 025	33 / 43	25	4,5	100
43220 027	33 / 43	27	4,5	100
43220 029	33 / 43	29	4,5	100
43220 032	33 / 43	32	4,5	100



#### D-Ring

casted

Article number	Material	Inside width [mm]	Thickness [mm]	Box qty.
43223 016	33 / 43	16	3	100
43223 020	33 / 43	20	3	100
43223 023	33 / 43	23	3	100



Rost



## D-Ring

casted

Article number	Material	Inside width [mm]	Thickness [mm]	Box qty.
46681 016 43	43	16	3	100
46681 020 43	43	20	3	100



#### D-Ring

punched

Article number	Material	Inside width [mm]	Thickness [mm]	Box qty.
46687 020 55	55	20	2,7	100



## **D-Ring**

welded

Article number	Material	Inside width [mm]	Thickness [mm]	Box qty.
49520 025 01	01	25	3,4	100







#### Martingale ring

casted

Article number	Material	Inside width [mm]	Thickness [mm]	Box qty.
43227 025 43	43	25	4	50
43227 030 43	43	30	4	50
43227 035 43	43	35	5	50



#### Martingale ring

casted

Article number	Material	Inside width [mm]	Thickness [mm]	Box qty.
43231 025 33	33	25	4,5	50
43231 030 33	33	30	5	50
43231 035 33	33	35	5,5	50
43231 040	33 / 34	40	5,5	50
43231 050 33	33	50	7	50



#### Ring

welded

Article number	Material	Inside width [mm]	Thickness [mm]	Box qty.
49526 020 01	01	20	3,5	100
49526 030 01	01	30	4,5	100
49526 036 01	01	36	5,5	100



#### Buckle

casted

Article number	Material	Inside width [mm]	Box qty.
43560 010	43 / 56	10	50
43560 012	33 / 43 / 56	12	50
43560 014	33 / 43 / 56	14	50
43560 016	33 / 43	16	50
43560 018	33 / 43 / 56	18	50
43560 020	33 / 43 / 56	20	50
43560 023	33 / 43 / 56	23	50
43560 025	33 / 43 / 56	25	50
43560 027 56	56	27	50
43560 029	33 / 56	29	50
43560 032	33 / 43	32	50



#### Bridle buckle

Article number	Material	Inside width [mm]	Box qty.
46680 013	33 / 43	13	100
46680 016	33 / 43	16	100
46680 018 43	43	18	100
46680 020 43	43	20	100
46680 023 43	43	23	100



#### Bridle buckle

casted

Article number	Material	Inside width [mm]	Box qty.
46690 013	33 / 43	13	100
46690 016 43	43	16	100
46690 018 43	43	18	100
46690 020 43	43	20	100



#### Bridle buckle

punched, high breaking strength

Article number	Material	Inside width [mm]	Box qty.
46694 010 43	43	10	100
46694 013	33 / 43	13	100
46694 016	33 / 43	16	100
46694 018 43	43	18	100
46694 020 43	43	20	100
46694 023 43	43	23	100



#### Bridle buckle

punched, high breaking strength

Article number	Material	Inside width [mm]	Box qty.
46695 010 55	55	10	100
46695 013	33 / 55	13	100
46695 016	33 / 55	16	100
46695 018	33 / 55	18	100
46695 020	33 / 55	20	100
46695 023 55	55	23	100
46695 025 55	55	25	100



#### Buckle with roller

Article number	Material	Inside width [mm]	Box qty.
46530 013 43	43	13	50
46530 016	33 / 43 / 56	16	50
46530 018	33 / 43 / 56	18	50
46530 020	33 / 43 / 56	20	50
46530 025	33 / 43	25	50
46530 029	33 / 43	29	50









#### Buckle with roller

casted

Article number	Material	Inside width [mm]	Box qty.
43540 018 43	43	18	50
43540 020 43	43	20	50
43540 023 43	43	23	50
43540 025 43	43	25	50
43540 027 43	43	27	50
43540 029 43	43	29	50
43540 032	43 / 56	32	50



#### Buckle with roller

welded

Article number	Material	Inside width [mm]	Box qty.
49512 026 01	01	26	100
49512 030 01	01	30	100





#### Buckle for spur straps

casted

Article number	Material	Inside width [mm]	Box qty.
46161 014	01/43	14	100
46161 016 01	01	16	100



#### Double buckle with roller, small

Article number	Material	Inside width [mm]	Box qty.
43585 012 34	34	12	100



#### Double buckle without roller, small

	,		
Article number	Material	Inside width [mm]	Box qty.
43586 012 55	55	12	100





#### Double buckle

Article number	Material	Inside width [mm]	Box qty.
49504 016 45	45	16	100
49504 020 45	45	20	100
49504 025 45	45	25	100



#### Bridle buckle

casted

Article number	Material	Inside width [mm]	Box qty.
46760 013 43	43	13	100
46760 016 43	43	16	100
46760 018 43	43	18	100
46760 020 43	43	20	100
46760 023 43	43	23	100
46760 025 43	43	25	100



#### Lunge swivel with roller

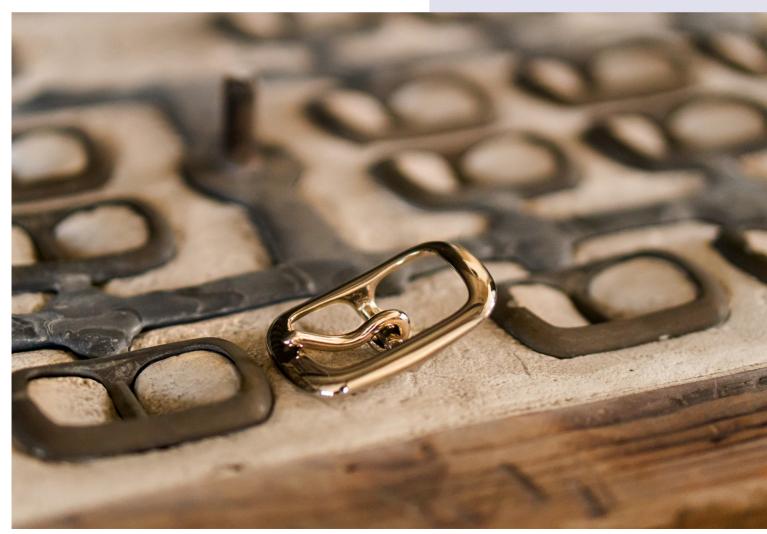
Article number	Material	Inside width [mm]	Box qty.
45299 023 34	34	23	50



#### Swivel, small

Article number	Material	Inside width [mm]	Box qty.
45300 014 43	43	14	50









#### Hook stud

Article number	Material	Measures [mm]	Box qty.
46960 000 43	43	8 x 18	100





#### Hook stud

for rounded bridles

Article number	Material	Measures [mm]	Box qty.
46965 000	33 / 43	5 x 18	100





casted, heavy

Article number	Material	Inside width [mm]	Box qty.
46242 036 34	34	36 x 40	50





punched

Article number	Material	Inside width [mm]	Box qty.
46243 025 01	01	25	50





casted, heavy

Article number	Material	Inside width [mm]	Box qty.
46244 025 34	34	25	50



#### Noseband ring

casted

Article number	Inside width [mm]	Box qty.
46860 025 43	25	50



#### Noseband ring

casted

Article number	Material	Inside width [mm]	Box qty.
46870 016 43	43	16	100
46870 023 43	43	23	100



#### Staple

Article number	Material	Inside width [mm]	Hole distance [mm]	Box qty.
49565 020	33 / 35	20	40	20
49565 026	33 / 35	26	50	20
49565 030	33 / 35	30	55	20



#### Cheek bars

casted

Article number	Material	Use for	Width [mm]
40706 090 01	01	Snaffles	90
40706 100 01	01	Snaffles	100



#### Toggle for halters

Article number	Material	Inside width [mm]	Box qty.
46255 025	33 / 34	25	50



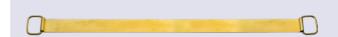
#### Chain front

Article number	Material	Length [cm]	Width [mm]	Box qty.
43665 036 40	40	36	14	10
43665 038 40	40	38	14	10



#### **Browband stripe**

Article number	Material	Length [cm]	Width [mm]	Box qty.
43666 000 30	30	33	18	20



#### Hook for Marathon (forged) - Top quality

with splint

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
43608 120 55	55	130	20	2





#### HS-Hook for Marathon (casted)

with splint

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
43607 990 56	56	90	13	10
43607 920 56	56	130	20	10





#### HS-Hook for Marathon (casted)

with Allen screw

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
43607 036 56	56	90	36	10
43607 090 56	56	90	13	10
43607 120 56	56	130	20	10





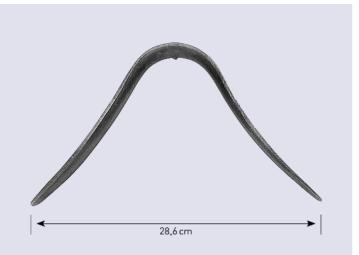
#### Hook for Marathon with swivel (casted)

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
43609 120 56	56	125	22	10









#### Gullet plate HS standard

Forged from hardened and tempered steel Special production possible

Article number	Material	Inside width [cm]	Box qty.
45231 001 05	05	28,6	1



#### Stirrup bar (by pair)

Special production possible

Article number	Material	Length [mm]	Box qty.
45237 000 55	55	90	10



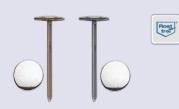


#### Stirrup bar dressage (by pair)

Special production possible

Article number	Material	Length [mm]	Box qty.
45237 011 55	55	125	10





#### Saddle nail

Special production with logo possible

Article number	Material	Head diameter [mm]	Box qty.
46900 009	40 / 55	9	100
46900 011	40 / 55	11	100
46900 013	40 / 55	13	100



#### Fall down staple

Article number	Material	Inside width [mm]	Splint length [mm]	Box qty.
46930 021	43 / 55	21	26	50



#### Fall down staple

Article number	Material	Inside width [mm]	Splint length [mm]	Box qty.
46931 021	33 / 43	21	40	50



#### Fall down staple

Article number	Material	Inside width [mm]	Pin length [mm]	Box qty.
46934 021 43	43	21	38	50



#### Girth buckle with movable roller

punched

Article number	Material	Inside width [mm]	Box qty.
46233 027 55	55	27	50
46233 029 55	55	29	50





#### Girth buckle with fixed roller

punched

Article number	Material	Inside width [mm]	Box qty.
46234 027 55	55	27	50





#### Double girth buckle with roller

casted

Article number	Material	Inside width [mm]	Box qty.
46219 025 56	56	25	50
46219 029 56	56	29	50





#### Double buckle with roller

casted

Article number	Material	Inside width [mm]	Box qty.
43590 025 56	56	25	50





#### Stirrup leather buckle with roller

punched

Article number	Material	Inside width [mm]	Box qty.
46228 027 55	55	27	50
46228 029 55	55	29	50





#### Stirrup leather buckle

casted

Article number	Material	Inside width [mm]	Box qty.
46230 029 01	01	29	50



#### Stirrup leather buckle with roller

casted

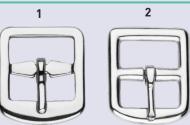
Article number	Material	Inside width [mm]	Box qty.
46230 029 33	33	29	50



#### Stirrup leather buckle

Article number	Material	Inside width [mm]	Picture	Version	Box qty.
46230 023 56	56	23	2	gegossen	50
46230 925 55	55	25	3	gestanzt	50
46230 027 55	55	27	1	gestanzt	50
46230 029 55	55	29	1	gestanzt	50







3





#### Snap hook

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
48490 001 33	33	78	14	20
48490 075 45	45	78	14	20
48490 080 45	45	80	17	20
48490 085 45	45	84	20	20
48490 115 33	33	116	30	20





#### Snap hook

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
48505 022	45 / 50	82	23	20
48505 025	45 / 50	82	26	20



#### Snap hook

Article number	Material	Length [mm]		Box qty.
48508 016 45	45	85	18	20





closeable

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
48460 090 33	33	87	16	20



#### Snap hook

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
48520 022 45	45	59	23	20
48520 025 45	45	60	27	20



#### Snap hook

Article number	Material	Length [mm]		Box qty.
48440 025 39	39	75	26	20



#### Snap hook

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
48550 016 45	45	43	17	20



#### Bridle hook

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
48493 016	33 / 34	63	17	20
48493 022	00/34	66,5	21	20

00 = Bronze



#### Snap hook

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
48200 020	33 / 45	63	21	20
48200 055 45	45	67	19	20





#### Snap hook for blankets

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
48210 062 01	01	62	29	20



#### Panic hook

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
48465 000 39	39	104	13.5	20



#### Snap hook

Article number	Material	Length [mm]	Box qty.
48300 060 55	55	60	20
48300 070 55	55	70	20
48300 080 55	55	80	20
48300 100	06	100	20







#### Lunge hook

Article number	Material	Length [mm]	Eye width [mm]	Box qty.
48290 000 01	01	101	45	20



#### Block for 8 mm rope

Article number	Material	Box qty.
45000 000 55	55	10







#### Terret, casted

with threaded plate

Article number	Material		Thread [mm]	Box qty.
43300 045 56	56	45 x 7	24 x 10	10





#### Pony-Terret for trotters, casted

with threaded plate

Article number	Material	Inside width [mm]	Thread [mm]	Box qty.
43800 028 43	43	28 x 5	20 x 10	10





#### Terret for trotters, casted

with threaded plate

Article number	Material	Inside width [mm]	Thread [mm]	Box qty.
43802 035 56	56	35 x 5	24 x 10	10



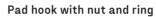


#### Pad hook with nut

Quality 56 with threaded plate

Article number	Material	Inside width [mm]	Thread [mm]	Box qty.
43320 000	40 / 56	32	18 x 10	10





for 4 horses

Article number	Material	Inside width [mm]	Thread [mm]	Box qty.
43337 002 40	40	50	18 x 10	10





#### Ring, movable

with threaded plate

Article number	Material	Inside width [mm]	Thread [mm]	Box qty.
43380 032 56	56	29	27 x 10	10





#### Crupper loop, movable

Article number	Material	Inside width [mm]	Box qty.
43415 030 56	56	30	20





#### Screw

with threaded plate

Article number	Material	Thread [mm]	Box qty.
43395 035 43	43	35 x 10	10



## Ring

Article number	Material	Inside width [mm]	Box qty.
43600 036 56	56	36	20





#### Trace square

Article number	Material	Inside width [mm]	Box qty.
43605 036 56	56	36	10





#### Neck strap ring

fixed eye

Article number	Material	Eye width [mm]	Inside width [mm]	Box qty.
43460 000 56	56	26 x 8	38	10





#### Neck strap ring, large

movable

Article number	Material	Inside width [mm]	Box qty.
43464 000 56	56	50	10





#### French tug

Article number	Material	Inside width [mm]	Box qty.
43515 033 55	55	33	5





#### Breechen dee

Article number	Material	Inside width [mm]	Box qty.
43630 023 43	43	23	100
43630 025 56	56	25	100





#### Rosette, flat

Article number	Material	Eye width [mm]	Diameter [mm]	Box qty.
43670 045 31	31	20 x 15	45	10





#### Rein slide

Article number	Material	Inside width [mm]	Box qty.
43841 025 55	55	25	50







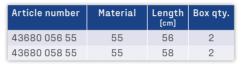


#### Sellett saddle

Article number	Material	Measures	Box qty.
43403 000 51	51	11 x 10 cm	10



Hame with rings special production possible



Article number	Material	Description	Diameter [mm]	Box qty.
43684 100 55	55	oval ring	100	10
43685 045 55	55	round ring	45	10
43685 047 55	55	round rina	47	10



#### Hame clips (by pair)

Article number | Material | Box qty. 43690 000 55 | 55 | 1

Article number	Material	Description	Box qty.
43692 000 55	55	rivets	100



Rost



Article number	Material	Weight per piece [oz]	Box qty.
43890 002 33	33	2	5
43890 003 33	33	3	5
43890 004 33	33	4	5





#### Accessories for toe weight

Article number	Material	Description	Box qty.
43891 000 33	33	supports	50
43892 000 33	33	screw	50



#### Buckle for blanket

with 2 bars and fixed tongue

Article number	Material	Inside width [mm]	Box qty.
46766 027 01	01	27	50



#### Double buckle for blanket

Article number	Material	Inside width [mm]	Box qty.
49550 050 01	01	50	50



#### Buckle

Article number	Material	Inside width [mm]	Inside height [mm]	Box qty.
43861 022 43	43	22	38	20



#### Buckle

Article number	Material	Inside width [mm]	Inside height [mm]	Box qty.
43480 036 56	56	36	82	10





#### Buckle with roller

casted

Article number	Material	Inside width [mm]	Box qty.
46261 040 43	43	28 x 40	50



#### Buckle with fork tongue

casted

Article number	Material	Inside width [mm]	Box qty.
43599 045 43	43	45	50



#### Buckle

Article number	Material	Inside width [mm]	Box qty.
46238 020	30 / 40	20	20
46238 025	30 / 40	25	20
46238 027	30	27	20
46238 029	30 / 40	29	20

Article number	Material	Inside width [mm]	Box qty.
46239 025 30	30	25	20











#### HS Surcingle attachment, clasp

Artic	le number	Material	Inside width [mm]	Box qty.
4955	2 000 01	01	50	25
2322	8	male		
2322	.7	female		



#### HS Surcingle attachment, slide

Article number	Material	Inside width [mm]	Box qty.
49552 001 01	01	50	25



#### HS Surcingle attachment, clasp (cutted for exchange)

Article number	Material	Inside width [mm]	Box qty.
49553 000 01	01	50	25
23278	male		
23279	female		



#### HS Surcingle attachment, slide (cutted for exchange)

Article number	Material	Inside width [mm]	Box qty.
49553 001 01	01	50	25



#### Lead chain

with swivel and snap hook

Article number	Material	Length [cm]	Eye width [mm]	Box qty.
46050 045 06	06	45	27	5
46050 055 06	06	55	27	5
46050 075 01	01	75	27	5



#### Lead chain

with ring and snap hook

Article number	Material	Length [cm]	Eye width [mm]	Box qty.
46053 055 55	55	55	25	5
46053 075 55	55	75	25	5



#### Safety chain

with panic hook and snap hook

Article number	Material	Length [cm]	Box qty.
46052 070 06	06	70	5



#### Safety chain, plastic covered

with panic hook and snap hook

Article number	Material	Length [cm]	Box qty.
46055 070 06	06	70	5
46055 140 06	06	140	5



#### I Scope of Application

- cope or appucation:
  The following General Business Conditions will apply to all transactions with Herm. Sprenger
  Metallwarenfabriik GmbH & Co. KG (hereinafter known as "the supplier"), i.e. all contracts, deliveries
  and other services and shall be deemed to be incorporated into future business relationships even when reference has not especially been made to the same. The validity of the purchaser's General Terms of Business is discounted.
- Any deviations from these General Terms of Business will only become an integral part of the contract if such deviations constitute the subject matter of an express agreement in writing entered into between the purchaser and the supplier.

- Subject Matter of Contract/Prices:
   Decisive for the contents and scope of deliveries and services is the written confirmation of order from the supplier. If no such confirmation has been issued then the quotation from the supplier is decisive. Should there be no quotation, then the supplier's current price list is decisive. Confirmation of order by data there be no quodation, then the supplier's current price as is decisive. Commination to order by data telecommunication, EDP-printout and electronically transferred order confirmations and quotations are to be considered as valid even without signature.

  Our quotations will be valid for 8 days, whereafter they lose their validity.

  Orders received via our agents and/or sales representatives together with subsidiary agreements,

- supplements, etc. require confirmation in the above mentioned form (written) to become effective.

  All the technical data contained in our catalogues and other sales documentation, lists and drawings as well as details of weights and measures have been drawn up with all due diligence; obvious mistakes are subject
- The price lists applicable at the time of entering into the contract constitute the basis for price calculations or alternatively the prices in the specific quotations. All prices are understood to be ex works and do not include the Value Added Tax applicable on the day of delivery or services performed and do not include any transport and packaging costs.

  For orders of low value, we reserve the right to charge a processing fee.

#### III. Delivery Terms/Delayed Deliveries:

- Delivery Terms/Delayed Deliveries:
  The observance of agreed periods for deliveries and performance of services or delivery dates is conditional on the timely receipt of all specifications and documents to be communicated by the purchaser as well as the compliance with the payment conditions agreed upon together with any other obligations through the purchaser. Should these prerequisites not be fulfilled punctually, then the delivery dates will be delayed commensurately.

  Transactions for delivery by a fixed date (§ 376 German Commercial Code) require explicit written
- confirmation.
- confirmation.

  Should the non-compliance of delivery dates or service periods be caused by Force Majeure, e.g. mobilization, war, uprising, or any similar events, such as strike, lock-outs etc., then the dates or periods will be commensurately extended. The same is to apply for delayed deliveries of the supplier's own supplies. Should the supplier's delivery dates or service dates or alternatively the delivery periods or service periods on behalf of the supplier not be observed, then the purchaser is obliged to set the supplier are reasonable.
- subsequent date for delivery in writing. Should the supplier culpably not deliver or alternatively perform services within this set subsequent delivery period, then the purchaser is entitled to withdraw from the
- Inasmuch as the supplier is responsible for the non-observance of the accepted date, then the purchaser provided he can substantiate that damages have thus arisen for him – can demand compensation for each complete week of delay of 0.5%, however, no more than a total of 5% of the price of the deliveries or services affected by the delay. This limitation of liability shall not be applicable if the supplier is to be blamed with handling with intent or with gross negligence or is compulsorily liable for damages arising from death or injury to body and health.
- On demand by the supplier, the purchaser is obliged to explain within a commensurate period whether he withdraws from the contract because of the delays in delivery or performance and/or will make claim for compensation instead of the deliveries demanded and/or insists on receiving the deliveries/performances.

#### IV. Terms of Delivery:

- The supplier is entitled to make partial deliveries on a reasonable scale. Variances in respect of the measurements, the weight, the technical configuration, the manufacture and the extent of the commodities to be supplied are permitted within a tolerance range of 15%.

  The purchaser additionally consents to any deviating modifications which serve technical improvement of the
- commodity or alternatively that will not bring about any technical deterioration

- V. Passing of Risk/Delivery:1. Dispatch is made on the order of the purchaser at his cost through a haulage contractor of our choice
- The risk of accidental destruction and/or loss passes to the purchaser with the despatch or upon handing over to the person carrying out the transportation, respectively. Moreover all risk passes to the purchase once he is in default of acceptance following receipt of notice of readiness for shipment from the supplier.

#### VI.Terms of Payment

- The supplier's invoices are due for payment immediately and without any deduction. Payment is considered to have been made as soon as the sum has been made available to the supplier to the supplier supplier supplier supplier serves the right to demand payment in advance should he so desire. Should the purchaser fall into arrears, then the supplier can demand interest on arrears in the amount of 8% p.a. over the valid basic interest rate in accordance with § 247 German Civil Code. Any right to assert further claims for damages shall not be affected by this.
- claims for damages shall not be affected by this.

  The supplier is not obliged to accept drafts [Bills of Exchange]. These will only be accepted in individual cases on account of performance by reason of special agreements. The discount and collection charges for the draft are to be borne by the issuer upon maturity and are payable immediately in cash.
- draft are to be borne by the issuer upon maturity and are payable immediately in cash. Regardless of any single instances of specially agreed payment conditions, demands to which the supplier is legally entitled become immediately due when circumstances arise in the person of the purchaser where any holding to the agreed payment conditions can no longer be deemed acceptable. This is the case if there are grounds to suspect a significant deterioration of the financial position of the purchaser, in particular upon suspension of payments, cheque and draft protests or default of payment, if it is apparent from this that the supplier's claim to the consideration is endangered as a result of the purchaser's lack of ability to pay. In such cases the supplier is furthermore entitled to demand contemporaneous payment with delivery or the surrender of additional securities. Above and beyond this the supplier is entitled to determine a reasonable term within which the purchaser, at the option of the supplier, is to simultaneously execute consideration or provide security in exchange for performance. The supplier may withdraw from the contract upon futile expiry of the said term. irv of the said term.
- within the scope of the warranty for defects the purchaser may only withhold payment after making a justifiable notice of defects to an extent that is in due proportion to the incurred defect. Any lien on goods on the part of the purchaser is otherwise excluded. The purchaser only has the right to offset claims with uncontested or legally enforceable claims

#### VII. Reservation of Title

- The commodities supplied (goods subject to reservation) remain the property of the supplier until all claims on the part of the supplier against the purchaser arising from the business relationship have been met. The purchaser is not permitted to pledge or transfer ownership by way of security for the duration of the reservation of title. In the event of any pledge, seizure or other disposition or intervention by third parties, the purchaser shall immediately notify the supplier of the same.

  The purchaser is entitled to dispose of the goods subject to reservation in the normal course of business
- provided he receives the agreed remuneration or a prohibition of assignment is not agreed upon. The purchaser herewith preventatively assigns to the supplier the claim arising from the sale. However, he remains duly authorised to the collection of the preventatively assigned claim, as long as such authorisation is not revoked. The authorisation can then be revoked when the purchaser culpably does not or no longer fulfil his contractual obligations. If a direct debit authorisation is revoked, the supplier is permitted to give notice of the occurred assignment. The purchaser must then immediately make available all the documents necessary for the notification of assignment and the collection.

  A sale in the ordinary course of business is not constituted if the goods subject to reservation are pledged or transferred by the purchaser by way of security to a third party, or made the object of factoring and/or
- sale-lease-back procedures, in violation of sub clause 2.
- sale-lease-nack procedures, in volation of sub clause 2.

  In the event of goods subject to reservation being processed or treated, this shall be effected for and on behalf of the supplier as the manufacturer within the sense of §§ 950 et seq. German Civil Code. In this case the supplier is lawfully entitled to ljoint) ownership of the articles emerging from the processing or treatment of the goods subject to reservation in the value of the new article at the time of the said processing or treatment. The supplier is likewise entitled to a proportional co-ownership in the new article whenever goods belonging to third parties are processed together with the goods subject to reservation. If the purchaser sells the article newly manufactured by him to another party,

- he herewith preventatively assigns the claim due to him arising from that sale to the amount of the value of
- the goods subject to reservation.

  The purchaser shall immediately notify the supplier if the goods subject to reservation are damaged or otherwise impaired. Any claims against third parties arising from the damage or impairment in favour of the
- otherwise impaired. Any claims against third parties arising from the damage or impairment in favour of the purchaser are herewith preventively assigned to the supplier. Insofar as the value of all security interests to which the supplier is entitled exceeds the amount of all claims covered by security by more than 20% the supplier shall if requested by the purchaser, release a corresponding portion of the security interests.

  Should the purchaser neglect any of his duties, in particular in the case of default of payment, the supplier
- is entitled to cancel the contract and to take back the goods subject to reservation. The purchaser is obliged to surrender the same. The taking back of the goods subject to reservation, or the enforcement of the reservation of title alone does not require the withdrawal on the part of the supplier and is not to be deemed as an implied declaration of cancellation of the contract unless the supplier explicitly declares that these acts are to be understood as a cancellation.

- The recipient is obliged to examine the commodities delivered immediately regarding their completeness, outer discernable damages and following normal business procedures carry out feasible checks in addition
- outer aiscernable damages and rollowing normal business procedures carry out reasine checks in addition to making written report of any possible damages without delay. No warranty claims shall exist in the event of only immaterial deviation from the agreed condition and only insignificant impairment of the serviceability. Furthermore no warranty claims shall exist in the case of fair wear and tear, or by damage arising subsequent to the passing of risk as a result of incorrect or negligent handling, excessive treatment, unsuitable operating materials or that occur as a result of particular external influences that are not presupposed according to the
- In the event of a substantiated notice of defects, i.e. upon the occurrence of quality defects which, or the cause of which, already existed at the time of the passing of risk, the supplier is entitled, at his option, to
- provide subsequent improvement (removal of defects) or delivery (replacement).

  The warranty for expenses incurred by subsequent improvement is limited to the value of the defective ommodities.

  If the supplier supplies a faultless item for the purpose of subsequent performance, the purchaser shall
- If the suppuler suppules a ratuttess item for the purpose of subsequent performance, the purchaser shall surrender the defective article. This is correspondingly applicable to defective components if these are replaced by faultless components within the scope of subsequent improvement. A warranty term of one year shall apply for claims for defects, insofar as the statutory provisions concerning the sale of consumer goods are not applicable [§§ 474 et seq. German Civil Code] in the absence of statutory requirements.
- The legal consequences of any violation of the commercial duty to examine goods and the obligation to give notice of defects (according to § 377 German Commercial Code) shall not be affected.

  Clause XI shall otherwise apply to any claims for damages. Claims are excluded that are more extensive or different from those in this sub-clause and clause XI raised on the part of the purchaser against the supplier and his vicarious agents due to a defect of quality.

#### IX. Returning Commodities:

Returning Commonities:

Any consignments of faultless goods returned require the prior written agreement of the supplier. For the acceptance of faultless goods the supplier will charge a lump-sum amount for handling to the amount of 30% of the value of the goods. Furthermore, the purchaser will bear all transport costs as well as the costs of packing, repacking and any possible repairs.

#### X. Compensation/Liability:

- Claims for compensation on the part of the purchaser are excluded, irrelevant of the legal grounds, in particular due to any breach of obligations arising from the contractual obligations and from tortious acts, unless there is compulsory liability in accordance with product liability laws, in cases of liability for intention or grossly negligent conduct, due to fatal or physical injury or health hazard, or due to the infringement of essential contractual obligations.
- Claims for compensation in respect of the violation of essential contractual obligations shall, however, be
- Claims for compensation in respect of the violation of essential contractual obligations shall, however, be limited to predictable damages typical for the contract, unless a limitation is excluded for other reasons due to intentional or grossly negligent conduct, due to liability in accordance with product liability laws or due to fatal or physical injury or health hazard. In the event of impossibility of performance for which the supplier is responsible, claim for compensation by the purchaser is limited to 10 % of the value of that portion of the delivery which cannot be delivered due to impossibility of performance, as long as the supplier cannot be charged with intent or gross negligence and there is no compulsory liability due to fatal or physical injury or health hazard. The right of the purchaser to withdraw from the contract remains untouched.
- In the event that the purchaser's customer, or his customer, justifiably claims against him for subsequent In the event that the purchaser's customer, or his customer, justifiably claims against him for subsequent performance, he shall give the supplier the opportunity to carry out such subsequent performance himself within a reasonable term before procuring other "compensatory" goods. The purchaser shall impose this obligation accordingly to his customer. In the event that the purchaser violates these obligations, the supplier reserves the right to reduce compensation to an amount he would have incurred by carrying out subsequent performance himself. This shall not affect § 444 German Civil Code. Compensation for expenses associated with such subsequent performance on the part of the purchaser in respect of his customer are furthermore excluded if the purchaser, contrary to his duty to limit damages, has not made use of his right to refuse this kind of subsequent performance, or both kinds of subsequent performance, because of the disproportion of costs and/or has not limited compensation to a reasonable amount.
- Claims on the part of the purchaser in respect of expenses necessary to effect subsequent performance, in particular transport, travelling, labour and material costs, are excluded if the expenses increase due to the fact that the object of supply has been subsequently transferred to a different place to the one given by the purchaser as recipient address, unless such a transfer corresponds with its designated use. This is
- applicable to recourse liability accordingly.

  The statutes of limitation binding on these claims are applicable to any claims for damages and compensation in conjunction with the defectiveness of the goods or performance (ccf. VIII. 7.). Claims for compensation caused by liability in accordance with product liability laws, in cases of liability for intentional or grossly negligent conduct, due to fatal or physical injury or health hazard, or due to the infringement of essential contractual obligations are subject to the statutes of limitation.

- Personal data concerning the purchaser obtained directly or indirectly within the scope of the business relationship or becoming known through third parties will be stored by the supplier in an automatic file and processed in the course of business (reference to BDSG) [Federal Data Protection Act]. The supplier will observe the relevant data protection regulations (in particular those of the BDSG) during his
- use of the personal data
- The purchaser consents to the processing by the supplier of personal data becoming known concerning him Indirectly or through third parties.

  The supplier may pass on to the supplier current information concerning the company and the products e.g. in the form of a newsletter concerning changes in the sales programme.

#### XII. Miscellaneous

- The supplier reserves all property rights, copyrights and exploitation rights to quotations, drawings and other records (herein referred to as "documents") without limitation. The documents shall only be made accessible to third parties with the prior consent of the supplier and are to be returned immediately on accessible to third parties with the prior consent of the supplier and are to be returned infinitely and request if the contract is not awarded to the supplier. Sentences 1 and 2 above apply to the purchaser's documents accordingly, although these may be made accessible to such other persons to whom the supplier has legitimately assigned the deliveries.

  The legal relations in conjunction with this contract are governed by German substantive law and exclude the United Nations Convention on Contracts for the International Sale of Goods [CISG].
- The sole legal venue for all disputes arising directly or indirectly from the contractual relationship shall be
- the registered office of the supplier.

  Should any provision in these Terms and Conditions or any provision in other agreements be or becor ineffective, then this shall not affect the effectiveness of all the remaining provisions or agreements.



Herm. Sprenger Metallwarenfabrik GmbH & Co. KG

Alexanderstraße 10-21 · 58644 Iserlohn · Germany

Phone: +49 (0) 23 71 95 59-0 Fax: +49 (0) 23 71 95 59-939 reitsport@sprenger.de www.sprenger.de



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