

General Terms and Conditions for FVA GmbH Service Orders

Preliminary Remarks – Important Notice:

FVA GmbH uses subcontractors to provide its services. Any services provided by subcontractors are arranged and invoiced by FVA GmbH. The client may agree on further services in cooperation with the subcontractor. Any resulting services not offered and/or invoiced by FVA GmbH shall concern the separate business relationship between the client and the subcontractor.

Art. 1 Scope of Application

Any FVA GmbH services shall be governed by the following general terms and conditions for business ("the Conditions") alone. Placing an order with FVA GmbH is deemed to constitute acceptance of the Conditions. The application of clients' terms and conditions is expressly contradicted.

Art. 2 General Provisions

(1) Scope and Execution of the Contract

The contents of the contract are governed by the FVA GmbH order confirmation. Any agreements and modifications have to be made in writing to be valid.

(2) Fixed Dates and Deadlines

Any fixed dates and deadlines for FVA GmbH services are binding only if agreed as binding between the client and FVA GmbH in writing.

(3) Subcontractors

FVA GmbH may use subcontractors. In particular, FVA GmbH is free to choose what subcontractor it will use for the services agreed with the client.

(4) Terms of Payment

Invoices have to be paid within 14 days following receipt of the invoice, without deductions. The client may set off claims for remuneration against FVA GmbH only if they concern undisputed or final and binding claims.

(5) Retention of Title

FVA GmbH retains ownership in any supplies and services until the purchase price has been paid in full and all claims have been fulfilled.

(6) Liability

(6.1) Liability on the part of FVA GmbH for damage that has not been caused by the services – based on whatever legal grounds – is limited to:

intent;

- a) gross negligence on the part of the owner/corporate committees or executives;
- b) injury or the death of a person caused through negligence;
- c) defects it has fraudulently concealed;
- d) a specific guarantee undertaking given.

In the case of a negligent breach of a fundamental condition of contract, FVA GmbH shall also be liable for gross negligence on the part of its non-executive staff and slight negligence, whereas in the latter case liability is limited to reasonably foreseeable damage which is intrinsic to the contract. Further claims are excluded.

(7) Cancellation of Order

Should the client cancel the order before it is completed by FVA GmbH or its subcontractor, FVA GmbH shall be entitled to receive payment of the agreed remuneration up to the time of the cancellation, including any travel costs and/or expenses incurred so far. The client will also be charged any cancellation fees incurred by FVA GmbH with respect to the order for third-party services ordered prior to receipt of the cancellation notice. Written notice must be received by FVA GmbH at least 14 days prior to the termination date.

Art. 3 Terms of Services

(1) Prices

FVA GmbH services are invoiced in accordance with the individual prices listed in the written offer. Prices indicated in the offers are based on estimates of the required scope of services and are not binding. We reserve the right to charge higher prices attributable to unforeseeable increases for costs for personnel, materials and/or travel. This shall not apply in the event of a fixed-price agreement.

(2) VAT

VAT is charged in the amount applicable at the date of the invoice in addition to the remuneration and is shown separately in the invoice.

(3) Warranty

FVA GmbH and its subcontractors provide their services in accordance with the state of the art and industry-standard care and diligence applicable as on the order date.

(4) Documents and Information

- a) The client shall ensure that all documents necessary for the execution of the order are made available to FVA GmbH or its subcontractors in a timely manner. FVA GmbH and its subcontractors are not responsible for the accuracy and completeness of documents and information provided by the client. There shall be no duty to verify facts unless expressly agreed in the contract.
- b) If the client does not fulfil its obligation to cooperate and the contractor is not able to complete all or part of its consulting services within the agreed time for this reason, the agreed time period will be extended appropriately.

(5) Granting of Rights

- a) "Deliverables" shall be any works created by the contractor's activities under the contract, including without limitation documents, project outlines, presentations and drafts.
- b) in terms of territory, time period and content, FVA GmbH grants the client the exclusive, transferable and sub-licensable right to the Deliverables as of the time of their creation, for any known types of use, including without limitation reproduction, distribution, utilisation and processing. If an industrial property right in Deliverables can be created and transferred, FVA GmbH shall grant the client such right, also as of the time of its creation.

(6) Secrecy

FVA GmbH undertakes to treat as confidential any results obtained in connection with the order as well as information received that is not publicly known or accessible. FVA GmbH is entitled to use experiences in similar services or for publications without consent of the client, as long as no conclusions about the clients or other parties can be drawn from such information.

Art. 4 Final Provisions

(1) FVA GmbH is entitled to process data concerning the business relationship or that are obtained in connection therewith in accordance with the German Data Protection Act.

(2) The exclusive place of jurisdiction for all disputes arising out of and in connection with this contract is FVA GmbH's place of business. If FVA GmbH files a claim, it is also entitled to bringing action before the courts competent at the registered office of the client. This does not affect the right of both parties to seek interim legal protection before the courts that are competent pursuant to the applicable law.

(3) The conclusion of the contract and any subsequent changes or amendments shall be made in writing to be valid. The same applies with respect to changing the present clause. Oral agreements do not exist. Any declarations by the parties shall be made in writing to be valid.

(4) Should a provision of the present contract be or become ineffective, contain an inadmissible measure of time or a gap, this shall not affect the legal effectiveness of the remaining provisions. Other than in the case of ineffectiveness based on violation of §§ 305 et seqq. of the German Civil Code, BGB, (Applicability of Standard Business Terms), any ineffective provision shall be deemed replaced by an effective provision closest to the economic intent pursued by the parties. In the event of an inadmissible deadline, the legally permissible measure shall apply.

Frankfurt, 01 January 2012