

GENERAL TERMS AND CONDITIONS

01.10.2010



A. GENERAL

1. Scope

1.1 The present general terms and conditions (GTC) apply to any and all services to be provided by WEBER, in particular to services under contract for work, labor and services and to services within the framework of employee leasing for the duration of the business relationship between WEBER and the client (or hirer). They shall also apply to all subsequent business transactions with the client.

1.2 **These GTC apply exclusively;** any terms and conditions of the client deviating from or opposing to these business conditions are not recognized unless WEBER has given its explicit written consent.

2. Offers and Documents

2.1 Offers by WEBER shall be without obligation until final order confirmation.

2.2 WEBER unrestrictedly reserves the ownership rights and copyrights to all cost estimates, drawings, and any other documentation. Such documentation must not be disclosed or made available to third parties without WEBER'S prior consent. The data and information included in the documentation do not constitute any promises of guarantee; guarantees are at any rate subject to WEBER'S explicit written confirmation.

3. Prices/Terms of Payment

3.1 Agreed prices may be binding fixed prices, recommended prices or based on the time incurred. The prices are net excluding value added tax which must be added at the legally applicable rate.

3.2 If upon mutual agreement, any changes, especially amendments, are made to the service scope during order execution, WEBER may ask for adjustment and/or increase of the agreed prices and remunerations. WEBER shall have the right to temporarily stop the execution of the services ordered until reaching an agreement on the relevant adjustment of the prices and remunerations in the event that WEBER has notified the client accordingly in writing first. Any delays caused hereby shall not be at WEBER'S expense. Any unilateral change to services by the client shall be excluded.

3.3 Unless otherwise agreed, WEBER shall be entitled at its own reasonable discretion to demand appropriate advance payment and to issue partial invoices for services already provided and/or partial invoices depending on the contract progress.

3.4 All invoices from WEBER shall be payable immediately upon receipt and without any deduction.

3.5 The client shall only be entitled to a right of set-off if his counterclaims have been legally established, or are uncontested or acknowledged by WEBER. The client shall be entitled to assert a right of retention only as a result of such counterclaim as arisen from the same contractual relationship.

4. Deadlines/Obligations to cooperate

4.1 If no deadlines have been agreed, WEBER shall fix them at its own discretion.

4.2 Should the client not fulfill his cooperation obligations in due time, in particular with regard to the submission of required documents and the provision and transmission of information and data, any delays resulting there from shall be at his expense.

4.3 The client shall be liable to WEBER for the fact that the services provided by him and the documents, information, data and items submitted in the scope of cooperation are free from third parties' industrial property rights which exclude or affect any contractual use by WEBER.

4.4 Any claims for damage and/or reimbursement of expenditure due to delay may only be claimed by the client up to a maximum of 5 % of the contract value on proof.

4.5 In the event of force majeure the service term shall be prolonged by the duration of the hindrance and by an appropriated start-up time. If the fulfillment or execution of service becomes impossible or unacceptable due to the aforementioned circumstances, WEBER will be released of its performance obligation.

5. Confidentiality

The client and WEBER are obliged to treat any information mutually exchanged in connection with business and operating matters of the other contracting party in strictest confidence and to use it exclusively for the purpose of executing the order concerned. For the purpose of order execution as mentioned above WEBER shall have the right to share this information with third parties.

6. Liability/Damages

6.1 WEBER shall pay damages, for whatever legal reason, exclusively in accordance with the following principles. .

6.2 WEBER shall only be liable for damages resulting from violation of due diligence in case of intent and gross negligence

6.3 Otherwise the liability for damage shall be excluded – without consideration of the legal nature of the claim lodged. Therefore WEBER shall particularly not be liable for foreseeable damages, consequential damage of defects, other direct damages and damages resulting from lost profit.

6.4 Claims for damages shall become statute-barred after 24 months.

6.5 The restrictions and limitations mentioned above at 6.2, 6.3 and 6.4 shall not apply to damages to life, body and health, to the liability deriving from warranties granted in writing as well as according to other mandatory legal provisions.

6.6 If CAD systems of WEBER are used within the framework of a contract or such systems are leased to the client for use, the client shall be liable for indirect and direct damages caused by improper use of the CAD systems as well as for destruction, loss, demolition or any other damage of the CAD systems used within the framework of the contract.

B. EMPLOYEE LEASE AGREEMENTS

7. Special conditions for employee lease agreements

In addition, the following conditions shall apply to employee lease agreements between the hirer and WEBER:

7.1 WEBER guarantees that the leased employee is generally appropriate for the designated job, has been carefully chosen, and has been checked for the required qualification. There shall be no further obligation to check.

7.2 WEBER itself does not owe the hirer any work performance or any certain success of work. The leased employee is neither an authorized person nor a vicarious agent of WEBER. The leased employee shall neither be entitled to collection nor to give or take any legal business declarations with effect for and against WEBER.

7.3 The hirer shall be obliged to train the leased employee on the activity, to instruct and supervise him during work. The hirer makes sure that all legal, regulatory and other regulations are complied with. The hirer is particularly responsible (Labor Protection Law) for fulfillment of the duties resulting from § 618 BGB (German Civil Code) as well as § 11 Para 6 AÜG (Employee Leasing Act). Should the provisions of the labor protection law not be complied with, the leased employees shall have the right to refuse work without WEBER losing its claim for contractual compensation.

7.4 WEBER employees are insured with the Administrative Professional Association (Verwaltungsberufsgenossenschaft - VBG) in Hamburg. The hirer shall be obliged to report any industrial accident to WEBER immediately. In accordance with § 193 SGB VII (Social Security Code) the hirer shall also be obligated to report the accident to his own insurance company.

7.5 WEBER assumes no liability for type, scope, execution or quality of the works performed by the leased employee for the hirer. In this respect the hirer shall indemnify WEBER from any possible claims of third parties which could arise in connection with the performance of the tasks transferred to the leased employee and/or be asserted towards WEBER.

7.6 If there is a strike at the hirer's factory, WEBER shall not be obliged to assign any employees.

7.7 The calculation of WEBER'S compensation is based on the hourly rate agreed by contract plus the relevant VAT. In this respect, the following allowances shall apply: for each extra working hour an allowance of 25 % is levied. For working hours on Saturday an allowance of 50 % is levied, for working hours on Sunday the allowance is 70 % and on public holidays it is 100 % and for night shift (from 8 h pm to 6 h am) the allowance is 40 %. If work is carried out under radiation protection conditions, the normal hourly rate will be increased by 5 %. Normal hours are deemed to be those covered by the factory working time defined by the hirer; furthermore normal hours apply insofar as they are within the limits fixed as negotiated. Unless any other individual agreement has been made, a weekly working time of 40 hours shall be deemed agreed. Expenses for business travels initiated by the client shall be charged separately. Traveling times on business trips shall be considered as regular working hours.

7.8 If the hirer concludes an employment contract with the leased employee during manpower provision or within a period of less than 3 months after staffing being in context with this respective employee's skills and activities indicated in the employee lease agreement, this shall be considered as staff recruitment. In this case, WEBER will be payable a recruitment fee according to the following graduation:

- ▼ in case of a leasing period of maximum 6 months: 3 monthly turnovers;
- ▼ in case of a leasing period of more than 6 months up to 12 months: 2 monthly turnovers;
- ▼ in case of a leasing period of more than 12 months up to 24 months: 1 monthly turnover;
- ▼ in case of a leasing period of more than 24 months, no recruitment fee will be payable any more.

Calculation of the monthly turnover is based on 173 hours multiplied by the respectively applicable net hourly rate.

7.9 Notwithstanding the authorization to dismissal without notice, both contracting parties shall have the right to terminate employee lease agreements with a notice period of 14 days to the end of the month, after an employment period of 6 months, there shall be a right of termination with a notice period of 4 weeks to the end of the month.

C. CONTRACTS FOR WORK AND LABOR

8. Special conditions for contracts for work and labor

Upon conclusion of contracts for work and labor between the client and WEBER, the following special conditions shall apply:

8.1 The right to give instructions towards vicarious agents and colleagues, in particular training, instruction and supervision, shall be WEBER'S exclusive responsibility even though the order is executed at the client's factory. The client's right to give performance instructions in relation to the order, concerning the work result shall remain unaffected in individual cases.

8.2 The service progress shall be confirmed by the client after signing the project progress reports submitted to him. Otherwise, the following provisions shall be applicable to service acceptance:

8.2.1 Upon successful performance of the functional test, however at the latest 2 weeks upon handing over the order result, the client shall immediately confirm acceptance in writing. The functional test is deemed to be performed successfully when the order result meets the requirements specified by contract in all essential parts.

8.2.2 The client shall be obliged to inform WEBER immediately in writing when getting aware of any deficiencies during the functional test. If significant deficiencies in performance have been identified, WEBER shall have the right, with the exclusion of any further claims on his part, to rectify these first within an appropriate period of time.

8.2.3 If the client does not declare acceptance immediately despite his obligation to accept, WEBER shall have the right to fix a deadline of 2 weeks for submission of this declaration. If this was indicated by WEBER in its written fixation of deadline, the acceptance shall be deemed to have been made unless the client sends a written notification on the reasons for refusal of acceptance within this 2-week period. Furthermore, acceptance shall be deemed to have been effected if the work is used by the client without any formal acceptance.

8.3 WEBER grants warranty for any defect of the order results first upon his own choice by means of rectification or remanufacture. Should rectification/remanufacture fail in spite of at least two attempts of rectification, the client may ask for reduction of the purchase price or rescission as well as damage within the framework of liability restriction in accordance with Section 6. In case of minor defects, the client shall have no right to claim rescission. The warranty period will be 24 months and starts on acceptance and/or commissioning.

D. CONTRACTS FOR SERVICES

9. Special Conditions for contracts for services

In addition, the following special conditions shall apply to contracts for services between the client and WEBER:

Notwithstanding the right to termination without notice, contracts for services may be terminated by either contracting party with a notice period of 14 days to the end of the month, and after a period of employment of 6 months, there shall be a right of termination with a notice of 4 weeks to the end of the month.

E. FINAL PROVISIONS

10. Place of Fulfillment/Jurisdiction/ Applicable Right

10.1 Place of execution for contractual services by WEBER shall be the respective domicile of the branch and/or the location of WEBER'S Engineering Office where the contractual service is executed. Place of fulfillment for payment obligations of the client shall be WEBER'S head office. (Aschaffenburg).

10.2 Place of jurisdiction shall be WEBER'S head office.

10.3 The contract is subject to the law of the Federal Republic of Germany with the exception of the stipulations governing international private law.

10.4 Should one of the provisions of these General Terms and Conditions be or become null and void and/or no longer comply with the AÜG (Employee Leasing Act), the lesser and hirer will be obliged to replace the invalid provision in writing by a new provision corresponding to the purpose of the contract. The validity of the other provisions of this contract shall remain unaffected.

10.5 Changes or amendments to any contract require written form for their effectiveness.