

GENERAL TERMS AND CONDITIONS OF THE PRÜFINSTITUT HANSECONTROL GMBH

(For information purposes only. The German version will always supersede
the English version.)

1. General / Scope of Terms

1.1 The following General Terms and Conditions (hereafter referred to as GTC) are valid for all contracts issued to the Prüfinstitut Hansecontrol GmbH. (hereafter referred to as the "Prüfinstitut"). Terms and conditions of the client that are in conflict with or deviate from the GTC of the Prüfinstitut will not be recognized, unless expressly agreed upon in writing.

1.2 The GTC only applies to merchants, as long as the contract is part of its commercial activities, and to legal persons governed by public law and entities with special funds under public law (§ 24 AGBG, German Law on General Business Conditions).

1.3 These GTC are valid until revoked by the Prüfinstitut and shall also apply to all future transactions with the client in the course of the ongoing business relationship.

2. Placing of Orders

2.1 All agreements made between the Prüfinstitut and the client for the purpose of performance of a contract shall be agreed upon in writing. Alterations and additions to the contract must take place in written form. When the client places an order, it is only valid if the Prüfinstitut issues a written confirmation.

2.2 The estimates of the Prüfinstitut are without obligation unless the Prüfinstitut has explicitly stated otherwise in writing.

2.3 The Prüfinstitut reserves all property rights and copyrights on images, designs, calculations, software, and other documents made accessible to the customer; however, the client may use the certificates/surveys, test reports, calculations,

imagery, etc. issued by the Prüfinstitut within the framework of the order for the sole purpose for which they were made in accordance with the agreement. Distribution and/or publication of test reports, calculations, imagery, and other documents to a third party are only permitted in full, and with the explicit written consent of the Prüfinstitut.

3. Prices / Payment Terms

3.1 Unless otherwise confirmed in writing, the list price given by the Prüfinstitut on the day in which the order is placed shall apply. Services that exceed the testing activities, such as repairs and conversions of material supplied to the Prüfinstitut, are charged extra according to labor and material requirements.

3.2 Prices of the Prüfinstitut include value-added taxes, unless otherwise agreed upon in writing.

3.3 Unless otherwise stated in writing, the invoice shall be payable without any deductions within 14 days of receipt of the invoice.

3.4 The Prüfinstitut is entitled to demand a reasonable down payment prior to execution of the contract.

3.5 Invoices from the Prüfinstitut may be objected to only in writing and within 28 days of receipt. After expiration of this period, the invoice sum shall be deemed as accepted.

3.6 If the client is in default of payment, the Prüfinstitut is entitled to charge default interest in the amount of 5% p.a. above the respective discount rate of the German Federal Bank, or the basic interest rate at the introduction of the Euro. The Prüfinstitut reserves the right to enforce further compensation claims.

3.7 In the event of subsequent modification requests by the customer, the Prüfinstitut reserves the right to make price adjustments as well as to assert the loss of measuring stations or a machine stop due to changes in the contract.

3.8 The client is only entitled to a set-off if his counter claims have been determined to be legally valid, are undisputed, or have been recognized by the Prüfinstitut. The exercise of a right to withhold payment by the client is only permitted if the previously

stated conditions are met, and if the client's counterclaim is based on the same contractual relationship.

4. Execution and Execution Time

4.1 The commencement of any execution times stated by the Prüfinstitut are subject to prior clarification of all technical issues and questions and the fulfillment of any obligations by the client. Unless otherwise agreed upon or if anything arises from the contractual relationship, the execution time specified by the Prüfinstitut is always without obligation.

4.2 Delays of the execution due to force majeure or due to other unforeseeable events occurring without fault of the Prüfinstitut such as breakdowns, strikes, lock-outs, transportation problems, difficulties in the energy supply, official orders, or delayed deliveries by our suppliers shall not constitute a delay in performance on the part of the Prüfinstitut. An agreed upon execution time shall be extended by the duration of the respective obstruction. Should the obstruction exceed three months, the Prüfinstitut or the client is entitled to withdraw from the unfulfilled part of the agreement after granting a reasonable deadline extension. Compensation claims are excluded in this case. Should any delays due to previously stated circumstances arise, the Prüfinstitut will notify the client whenever possible.

4.3 If the client sets an adequate time limit to the Prüfinstitut with a penalty for denial of service, he is entitled to withdraw from the contract after fruitless expiration of said period. Claims for damages due to non-fulfillment in the amount of the foreseeable damage are only due to the client if the delay is based on intent or gross negligence. Otherwise, in other respects, liability for compensation is limited to €2,500.00, unless the client has given the Prüfinstitut written notice of a higher risk of damage in his or her order.

4.4 The Prüfinstitut is entitled to render partial services, insofar as this does not conflict with a recognizable justified interest of the client.

5. Shipment / Transfer of Risk

5.1 Insofar as the Prüfinstitut has undertaken, in exceptional cases, for the delivery and/or return of certain items, delivery from the laboratory or delivery warehouse

applies, unless otherwise agreed upon. Only at the explicit request of the client is the delivery covered by transport insurance. The costs incurred in this respect shall be borne by the client.

6. Return of the Product Samples

6.1 Upon completion of the contract, the client is responsible for the return of any product samples provided to the Prüfinstitut. Should the client request that the product samples be shipped back, this is carried out at the risk and expense of the client.

6.2 Should product samples have to be kept over a certain period of time due to certain requirements, the client is obligated to fulfill these requirements. In exceptional cases, storage by the Prüfinstitut is possible for remuneration. After the storage period, the Prüfinstitut will send the product samples to the address specified by the client, without further notice and at the risk and expense of the client.

7. Industrial Property Rights

7.1 Unless otherwise expressly agreed upon in writing, all industrial property rights of the supplied items, reports, and certificates, including any supplied software, remain with the Prüfinstitut insofar as the industrial property rights originate from the function of the Prüfinstitut. The client does not have the right to grant licenses or sublicenses.

7.2 The Prüfinstitut is liable only for the delivered goods, reports, certificates, etc. that are free from 3rd party industrial copyrights which are contrary to ones known and agreed upon through the domestic use by the client.

8. Third Party Rights

8.1 The client shall be responsible for ensuring that the material supplied to the Prüfinstitut does not infringe on any third party rights, such as title, pledge, copy, patent, and/or other property rights, especially industrial property rights, which preclude the use by the Prüfinstitut in accordance with the contractual conditions. Should any claims be filed against the Prüfinstitut on account of such infringement,

the client will hold the Prüfinstitut harmless from any legal costs and claims by third parties upon first notice.

8.2 Recommendations by the Prüfinstitut regarding modifications of tested material are to be reviewed by the client himself as to whether third party rights, especially industrial property rights, are being violated. The Prüfinstitut is not liable for such infringements, unless it is aware of such third party rights. The client also indemnifies the Prüfinstitut from third-party claims in that regard as well.

9. Warranty

9.1 The warranty rights of the client – also in case of mere service and work supply contracts – imply that the client examines the results of the Prüfinstitut and objects to any defects in due form immediately upon receipt; hidden defects must be objected to immediately upon discovery (§§ 377, 378 HGB [German Commercial Code]). Objections must be made in written form, giving a detailed description of the defect. If these requirements are not met, the client loses his or her rights with regard to warranties for defects.

9.2 If the client fails to give specific information on the extent of the applied test regulations, the Prüfinstitut will perform the tests at its own discretion and according to the current state of science, technology, and generally valid and accepted standards. Otherwise, the Prüfinstitut will inform the client on the standards under which the tests will be carried out. It is the client's responsibility to inform the Prüfinstitut in writing if the testing should take place based on other standards.

9.3 With respect to defects for which the Prüfinstitut is liable, the Prüfinstitut is entitled, at its own discretion, to remedy the defect or to provide a replacement. If the Prüfinstitut is not capable or willing to remove/replace a defect, if it is delayed especially beyond reasonable periods for reasons for which the Prüfinstitut bears responsibility, or if repair or replacement fails in any other way, the client shall be entitled at his or her discretion to demand a rescission (cancellation of the contract) or abatement (lowering of the price).

9.4 Unless otherwise agreed upon, any further claims of the client – regardless of their legal basis – are excluded. Thus, the Prüfinstitut is not liable for damages which

are not caused by the results of the work itself. In particular, the Prüfinstitut is not liable for loss of profit or other financial losses of the client.

9.5 Claims for damages due to non-fulfillment pursuant to § 635 BGB (German Civil Code) in the form of work and delivery contracts relating to nonfungible goods, may only be asserted by the client if the product exhibits more than just a minor defect (for which the Prüfinstitut is responsible) and the usability of the product is only affected in a minor way, or if the defect is due to a violation of established engineering practices. In addition, subject to the following regulations, the Prüfinstitut is not liable for damages which are not caused by the results of the work itself and, in particular, not for loss of profit or other assets of the client.

9.6 The above liability limitations do not apply if the defect was deliberately caused by or due to gross negligence on the part of statutory representatives or managerial employees of the Prüfinstitut, or a grossly negligent fundamental breach of contract on the part of any vicarious agents, statutory representatives, or managerial employees of the Prüfinstitut. In case of simple negligence by one of our vicarious agents, in so far as this is liable, the claim for compensation is limited to € 2,500.00 unless the client has informed the Prüfinstitut in written form of a higher insurance risk when placing the order. Furthermore, the liability limitations do not apply if the client asserts claims for damages due to non-performance as a result of the absence of an assured quality. The obligation of indemnification of the Prüfinstitut shall be limited to the foreseeable loss or damage, except for willful intent.

9.7 Unless otherwise agreed upon, the warranty period shall be six months, beginning from the date of transfer of risk. In all other respects, the statutory periods shall apply for services rendered. These time periods are periods of limitations and also apply to claims for compensation of consequential damages, insofar as no claims for illicit acts are asserted.

10. Liability Due to Other Reasons

10.1 Insofar as the liability for damages of the Prüfinstitut are excluded or limited pursuant to clauses 9.5 through 9.7, the same shall also apply to any other claims, including claims for negligence during contract settlement, a breach of secondary obligations, and especially for claims of tortious product liability (§§ 823 ff. BGB

[German Civil Code]). However, this provision does not apply to claims under the German Product Liability Act.

10.2 In so far as the liability of the Prüfinstitut is excluded or limited, this shall also apply to the personal liability of workers, employees, representatives, and agents of the Prüfinstitut.

10.3 The statute of limitations of all liability claims of the client towards the Prüfinstitut are subject to clause 9.8, insofar as they do not pertain to tortious product liability (§§ 823 ff. BGB [German Civil Code]).

11. Court of Jurisdiction/Location of Fulfillment

11.1 Insofar as the client is a commercially registered merchant or is based outside Germany, the court of jurisdiction is Hamburg, Germany. The Prüfinstitut is entitled, however, to bring action against the customer at his or her place of residence, office, or habitual residence.

11.2 Location of fulfillment is Hamburg, Germany, unless otherwise agreed upon in writing.

12. Applicable Law/ Severability Clause

12.1 The legal relationship between the parties is subject exclusively by the law of the Federal Republic of Germany, with the exclusion of the UN Convention on the International Sale of Goods (UNCITRAL/CISG).

12.2 Should any provisions of the contract or these General Terms and Conditions be invalid, this shall have no effect on the validity of the remaining provisions.

Effective: December 2003