

General Terms and Conditions (GTC)

rh aussenhandel & projektmanagement René Henke – as of August 2011
(Transcript from German “AGB”, for contractual relation German version shall apply)

§ 1 Scope of application

These General Terms and Conditions (GTC) shall apply for all consulting services provided by rh aussenhandel & projektmanagement René Henke (hereinafter referred to as “rh aussenhandel”) as well as for all future business with the Buyer, insofar as they are legal transactions of similar nature.

§ 2 Execution of order

- (1) Subject of the order is the agreed consulting service and not a particular economic or financial outcome of the consulting services.
- (2) For execution of orders, rh aussenhandel is entitled to subcontract third parties. Even in such cases the contractual relationship exists only between Buyer and rh aussenhandel.

§ 3 Quotation and conclusion of contract

An order is considered to be given, as soon as a written quotation by rh aussenhandel was identically accepted by the Buyer, or as soon as the Buyers order was confirmed by rh aussenhandel in written.

§ 4 Confidentiality

- (1) All mutual acquired knowledge as well as documents provided in connection with the order, are not allowed to make available to any third parties, unless it is mandatory necessary for the order execution or a prior written approval has been effected.
- (2) The obligation to maintain confidentiality shall persist indefinitely even after termination of this Contract.

§ 5 Price and payment

- (1) In addition to the remuneration agreed with rh aussenhandel and expenses out of these contract, legal Value added Tax (VAT) is payable, unless the services are exempted from Value added Tax.
- (2) Rh aussenhandel is entitled to request adequate intermediary payments.
- (3) Payment for invoices of rh aussenhandel has to be effected within 14 days. In the event that the Buyer should be in default of payment of an invoice for a period exceeding 5 working days, rh aussenhandel has the right to suspend the performance of the contract until payment has been received. However, Buyer should be notified minimum three working days in advance of any suspension.
- (4) Prices are binding until expiry of acceptance period stated in the quotation of rh aussenhandel. Quotations which do not contain any acceptance period are non-binding.

§ 6 Offsetting and retention

The rights of offsetting and retention are excluded against all receivables of rh aussenhandel out of these service contract and all non-contractual claims related thereto, unless Buyers claim is payable and undisputed or determined to be legally valid.

§ 7 Change of contract

In the event that after the contract effectiveness the Buyer wishes a modification of order or in case additional services shall be provided, rh aussenhandel will provide a separate written quotation for such works. The quoted works in addition will be only performed after written reconfirmation by Buyer.

§ 8 Termination of contract

- (1) In principle the contract terminates after completion of the agreed services. If a contract period was agreed, the contract terminates after expiry of the defined contract duration.
- (2) The contracting parties are entitled to terminate the contract at any time with a period of 4 weeks in written, without giving any reason. In that event rh aussenhandel is entitled to be remunerated for the provided services until the contract expires in consequence of the termination.
- (3) Rh aussenhandel is entitled to terminate the contract for a serious reason (e.g. lack of cooperation by the Buyer, late payment of more than 8 weeks) in written with immediate effect.

§ 9 Data protection

- (1) For order execution, an IT-supported data processing is utilized by rh aussenhandel. Personal data which is provided by Buyer will be recorded by rh aussenhandel (notice according to § 33 clause 1 BDSG).
- (2) The order will be executed in German language. If the Buyer wishes a translation in writing of documents or written submissions, rh aussenhandel can provide such translations against compensation of translation expenses actually incurred.

§ 10 Copyright

The copyright of the results achieved within the scope of the services supplied as well as all intellectual property rights belong to rh aussenhandel.

§ 11 Warranty and Liability

- (1) In case of shortcomings of the services provided, after notification by Buyer, all necessary rectification works and / or subsequent services shall be provided free of charge and free of expenses by rh aussenhandel within a reasonable period of time.
- (2) All claims for damages or losses which the Buyer suffers or for damages on Buyers property, particularly also those arising from a culpable breach of contract or any negligently committed illegal act or for consequential damages or losses, are excluded. This shall not apply to such an extent as liability is imposed by law in cases of covenant, wilfulness, gross negligence or breach of essential contractual obligations through simple negligence for contractually typical foreseeable damages.
- (3) Rh aussenhandel is obliged to complete the order rapidly. Completion dates will be specified to the best of rh aussenhandel knowledge and belief. These dates are based on a rough estimation and shall be non-binding and are subject to adaption according to the prevailing condition during order execution. Binding completion dates have to be expressly agreed between the contracting parties in written.
- (4) Rh aussenhandel shall not be liable for any loss or damage on the materials provided by Buyer. The Buyer has to take care of sufficient back-up and copies of his own data and documents.

§ 12 Final provisions

- (1) In the event of individual provisions of this contract being or becoming ineffective, this shall not affect the validity of the remaining clauses.
- (2) All disputes arising out of this contractual relation or the treatment of the contract shall be governed and construed in accordance with German Law.
- (3) The place of contract performance and the place of jurisdiction is the business place of rh aussenhandel.