

GENERAL TERMS AND CONDITIONS OF BUSINESS

1. SCOPE OF APPLICATION

1.1 TÜV Rheinland Werkstoffprüfung GmbH (hereinafter called "Contractor") shall act on behalf of its clients exclusively on the basis of these General Terms and Conditions of Business. These General Terms and Conditions of Business shall form the basis for every quotation, acceptance and order acknowledgement from the Contractor. Upon the placement of an order, these General Terms and Conditions of Business along with their entire content shall become part of the contract. Additionally, these General Terms and Conditions of Business shall apply to all deliveries and services rendered by the Contractor for the client during the phase preceding the conclusion of a possible contract, as well as to all future deliveries and services of the Contractor, even if the inclusion of these General Terms and Conditions of Business has not been expressly agreed upon again.

1.2 Any deviations from, or exceptions to, these General Terms and Conditions of Business, or any general terms and conditions of business of the client, shall be binding upon the Contractor only if the Contractor has expressly acknowledged the same in writing, and shall apply only to the specific individual order acknowledged.

1.3 Except where otherwise expressly stipulated, the prices in the Contractor's respective price list valid at the time of the rendering of the services shall apply.

2. QUOTATIONS

2.1 All quotations from the Contractor shall be fully subject to change without notice. The documents forming part of a quotation, such as illustrations, drawings, other technical representations and dimensional data, shall only be approximate, except where these have been expressly referred to, or confirmed, as being binding.

2.2 The Contractor hereby reserves title and all copyrights in respect of quotation documents. The client shall not make quotation documents accessible to third parties without the Contractor's express prior consent.

3. SCOPE OF SERVICES

3.1 The Contractor shall render its services in accordance with the client's specified requirements and the generally recognised technical rules, as well as in compliance with the prevailing safety regulations.

3.2 In principle, the items to be tested, and that have been made ready for testing, shall not be modified or altered by the Contractor. Except where otherwise expressly agreed upon in any individual case, any and all necessary modifications or alterations shall be made by the client at its own expense and risk. Liability on the part of the Contractor for any damage to, or deterioration of, the item to be tested shall be excluded.

3.3 The controlled zone shall be set up by the Contractor, together with the client if necessary. Any blocking-off and marking of public traffic areas in accordance with road traffic law shall not be part of the Contractor's remit.

3.4 The Contractor shall be entitled to appoint subcontractors or other authorised agents to carry out the order or individual parts thereof, except where this has been expressly excluded by prior written agreement with the client.

3.5 Statements concerning test results shall be binding only insofar as these are contained in the Contractor's written test report. The client itself shall be solely responsible for any and all measures taken by it on the basis of test results.

4. The CLIENT's DUTIES TO CO-OPERATE

4.1 The client shall enable the Contractor to freely and securely access the items to be tested, and shall ensure such access for the duration of the test. In due time before the test begins, the client shall provide the Contractor with all necessary access and work authorisations.

4.2 If any particular official safety regulations, or any other special

provisions of significance for the execution of the test on site, are applicable at the place of execution, the client shall point these out to the Contractor in due time before the test begins. Additionally, the client shall be accountable that the specific local area where the Contractor carries out the test meets all general and, if applicable, special safety regulations.

4.3 The client shall co-operate insofar as this is necessary for enabling the Contractor to properly render its services. The client shall, at its expense and to the extent necessary, make available to the Contractor electricity, water, scaffolding, ladders, steps, cranes and other lifting gear, among other things, and provide for adequate lighting at the place of execution. Unless otherwise agreed upon in any individual case, the client shall be solely responsible for the performance of all duties arising from the accident prevention regulations relating to scaffolding (VGB 36a) and relating to utility trenches (VGB 49).

4.4 The client shall make available, free of charge, suitable lockable premises for the secure storage of tools, as well as appropriate workspaces and common rooms for the Contractor's test personnel, including acceptable sanitary installations, as well as special protective clothing and protective equipment not customary in the Contractor's line of business.

4.5 Work reports or timesheets concerning the work and hours of work performed by the Contractor shall be drawn up on a regular basis, and shall be attested by the Contractor or its authorised representative.

4.6 If the client fails to comply with any of its duties to co-operate, even after the Contractor has made an express written request and set a reasonable time limit, the Contractor shall be entitled to discontinue its work, terminate the contract and demand appropriate compensation.

4.7 If testing of materials takes place at the Contractor's workshops, the parts to be tested shall be delivered to the Contractor free of charge and at no risk to the Contractor, and shall be collected from there after having been tested. Shipments back to the client after completion of testing shall likewise occur at the client's expense and risk. Transportation insurance against transport damage and other risks shall be taken out only at the express request and expense of the client. The risk shall pass to the client at the time of hand-over or shipment to the client, however no later than one week after the Contractor has given the client notification of completion or readiness for shipment.

4.8 If acceptance of the Contractor's performance has been agreed upon, or is necessary for other reasons, or if such acceptance is requested by the Contractor, the client shall accept the performance within a reasonable period after completion, as set by the Contractor. Otherwise, the performance shall be deemed accepted upon expiration of this time limit.

4.9 Safeguarding of sensors and semi-conductors (IT or control electronics), as well as of other objects and facilities that are situated in the vicinity of the items to be tested, and that react to ionising radiation, shall fall under the client's duties and responsibilities, and shall not be part of the Contractor's duties under the *Rö- und StrlSch-Verordnung* [X-ray and Radiation Protection Regulation].

5. SET DATES AND DEFAULT IN PERFORMANCE

5.1 The duration and completion of the test service are regularly ascertained on the basis of a standard workflow. Therefore, any statements made in this connection shall apply only on an approximate basis, unless the Contractor has expressly referred to the test duration in writing as being binding. The dates of commencement, duration and completion may shift as a result of unforeseeable events and/or circumstances lying outside of the Contractor's sphere of influence.

5.2 In the event of force majeure, fire, flooding, natural disasters, armed or terrorist violence, measures under a labour dispute, official interventions, disruptions to transport routes or any other circumstances beyond the Contractor's sphere of influence, such as disruptions to business through no fault of the Contractor, or difficulties in obtaining material and/or equipment, the Contractor shall be entitled to postpone the test completion date for the duration of such hindrance and a reasonable restart phase, or to wholly or partly

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rescind the contract. Any rescission declared in this respect shall not entitle the client to damage claims.

5.3 The Contractor shall not enter into default until the client has issued the Contractor with a written reminder after the due date. If the Contractor is in default, the client shall be entitled to set the Contractor a reasonable grace period. If the Contractor also fails to render its service within this grace period, the client may rescind the contract.

5.4 Costs incurred upon the Contractor as a result of delays imputable to the client shall be borne by the client.

6. RETENTION OF TITLE

6.1 Test services, documentation, films and other data carriers and deliveries shall remain the Contractor's property until all the Contractor's payment claims against the client under the existing business relationship have been fully satisfied.

6.2 If the client breaches its duties, particularly if it defaults on payment, the Contractor shall be entitled to at any time repossess the test documents and other deliveries and services, or request that these be surrendered. The assertion of these rights by the Contractor shall not be deemed to be rescission of the contract, unless the Contractor has expressly declared such rescission in writing.

6.3 If items delivered under the Contractor's retention of title are inseparably mixed with other items not belonging to the Contractor, the Contractor shall acquire joint title to the new item in the ratio of the value of the items delivered to the value of the other items inseparably mixed. The client shall hold such joint property in safekeeping for the Contractor.

6.4 The test documents and other deliveries and services made available to the client by the Contractor shall be on-sold by the client only in the ordinary course of its business and only if the client is not in arrears with any payment in relation to the Contractor. Moreover, the following shall apply: In case full payment for the Contractor's performance has not yet been received by the time of such on-selling to a third party, the client hereby assigns as collateral to the Contractor, who hereby accepts this assignment, all claims (including value-added tax) arising against such third party from this on-selling, up to the amount in arrears, regardless of whether the items delivered are on-sold without having been modified or after having been modified. At the Contractor's request, the client shall notify such third party of this assignment, and shall provide the Contractor with all information and documents necessary for collecting such claims.

6.5 In no event shall the client be authorised to make other dispositions, such as assignments as collateral, pledges or the like. In the event of attachments, seizure or other dispositions by third parties, the client shall inform the Contractor thereof forthwith and provide the Contractor with all information and documents necessary for exercising its rights.

7. PRICES, PAYMENTS AND DEFAULT IN PAYMENT

7.1 The client shall pay the Contractor the agreed prices for the deliveries and services. If the parties to the contract have not expressly agreed upon any prices, invoicing shall be based on the Contractor's product and price list valid at the time of performance and/or delivery. This product and price list may be appropriately altered by the Contractor at any time at its free discretion with effect for the future.

7.2 All prices quoted by the Contractor shall be net, and shall be subject to the addition of value-added tax at the statutory rate, as well as any travel and shipment expenses.

7.3 All payments shall be immediately due upon receipt of the invoice. No cash discounts shall be allowed.

7.4 In the case of orders with a performance period of over one month, the Contractor shall be entitled to issue sub-invoices concerning the deliveries and services already rendered.

7.5 If the client fails to comply with payment terms, the Contractor may declare all claims that have already accrued to be immediately due for payment, and may make any deliveries and services still outstanding conditional upon the settlement of all arrears and a corresponding advance payment for the services still outstanding.

7.6 If it becomes impossible for the Contractor to complete its performance on account of a circumstance not imputable to the

Contractor, the Contractor may demand from the client a portion of the agreed remuneration corresponding to the work performed, as well as reimbursement of all expenses not included in the remuneration.

7.7 The client shall be entitled to assert rights of retention and set off counterclaims only if these rights or claims have been determined by a final and non-appealable court judgement, or have been acknowledged by the Contractor, or are undisputed.

7.8 For the duration of any default in payment, the client shall owe the Contractor default interest at the rate of 9 percentage points above the base interest rate in accordance with Section 247 *BGB* [German Civil Code]. The right to assert a claim for a higher loss caused by default shall remain unaffected.

8. LIABILITY FOR DEFECTS AND NOTIFICATION OF DEFECTS

8.1 Any noticeable defects or any absence of features guaranteed shall be notified to the Contractor in writing forthwith, no later than within a preclusion period of 14 days from receipt of the delivery or performance, particularly the test report, the acceptance certificate or the like. After this time limit has expired, it shall no longer be possible to effectively assert a claim based on noticeable defects or absence of features guaranteed.

8.2 In the event of notification of defects, the Contractor shall have the absolute right to view and examine the complaint. Within the scope of this examination, the Contractor shall, on request, be provided with any and all operating reports, records etc. and all relevant information.

8.3 In the event of any defect, the Contractor shall remedy the defect (supplementary performance) within a reasonable period by eliminating the defect free of charge or alternatively by providing a new delivery or service free from defects, at its own option. If such supplementary performance is possible only at a disproportionately high cost, the Contractor may refuse to render supplementary performance.

8.4 If supplementary performance is not rendered within a reasonable period set by the client, or if supplementary performance fails, or if the client cannot be reasonably expected to render supplementary performance, the client may, at its option and subject to fulfilment of the statutory prerequisites, rescind the contract concerned, reduce the price or, subject to the further statutory prerequisites under Section 281 *BGB*, demand compensatory damages or, if applicable, reimbursement of expenditure incurred in vain under the following Section 10. If the client wishes to claim compensatory damages in lieu of performance or wishes to eliminate the defect itself, rectification shall not be deemed to have failed until two attempts have been unsuccessful. The client shall not be entitled to a right of rescission in the case of minor defects or breaches of duty.

8.5 The Contractor shall assume no warranty for damage or loss caused by unsuitable or improper use of the Contractor's deliveries or services, unless such damage or loss is imputable to the Contractor. Liability for defects shall be excluded, if and insofar as a defect has arisen as a result of circumstances imputable to the client or a third party.

8.6 Defect-related claims against the Contractor shall become statute-barred one year after the delivery or service concerned has been received. In cases under Item 10.2 below, the statutory limitation period shall apply.

9. NO ASSUMPTION OF ANY GUARANTEE

Any statements made by the Contractor in prospectuses, advertising, advertisements, documentation, offers and similar literature shall only constitute descriptions, and shall not imply any guarantee of qualities in respect of its deliveries and services. The effectiveness of any guarantee shall, in each individual case, be subject to express written agreement or express written confirmation by the Contractor. Item 3.1 shall remain unaffected.

10. LIMITATION OF LIABILITY

10.1. Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV

TÜV Rheinland Werkstoffprüfung GmbH

Rheinland Werkstoffprüfung GmbH for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland Werkstoffprüfung GmbH shall be limited to: (i) in the case of contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of 20,000 Euro and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland Werkstoffprüfung GmbH is limited in any event of damage or loss to 2.5 Mio Euro.

10.2 This aforementioned limitation of liability under Item 10.1 shall not apply insofar as loss has been caused by fraud, intentional or grossly negligent conduct on the part of the statutory representatives of the Contractor or its authorised agents, to loss caused by any breach of obligations for which the Contractor has assumed a guarantee of performance, or to loss arising from mortal injury, physical harm or health damage, or to loss for which the Contractor is liable under the *Produkthaftungsgesetz* [Product Liability Act].

10.3 In the event of any breach of a material contractual duty, the Contractor shall be liable also in cases of slight negligence. Material contractual duties in this sense are contractual duties that are material to the contract, that need to be fulfilled in order for the contract to be implemented in the first place, and that the client may expect to be met. In the event of any breach of a material contractual duty, any damage claim shall be limited, in terms of the amount, to the typical loss foreseeable as a possible consequence of such breach of duty at the time of the breach (loss typically foreseeable), except where any of the cases mentioned under Item 10.2 exists.

10.4 The Contractor shall not be liable for workers made available by the client for providing support in connection with the services to be rendered by the Contractor under this contract, unless the workers made available are to be regarded as authorised agents of the Contractor. Insofar as the Contractor is not liable under the preceding sentence for workers made available, the client shall indemnify the Contractor against any and all third-party claims.

10.5 The limitation period for damage claims shall be governed by the statutory provisions.

10.6 The above provisions in Section 10 shall not entail any change in the burden of proof to the disadvantage of the client.

11. CONFIDENTIAL INFORMATION AND COPYRIGHTS

11.1 In the course of carrying out an order, the parties to the contract may possibly have access to information, including know-how and procedural techniques, from the other party ("Confidential Information"). This Confidential Information shall be treated confidentially by the parties to the contract, their employees and all other authorised agents. Information from either party that (i) is already accessible to the public, or becomes so, without any act or omission on the part of the other party, or that (ii) was in the other party's legitimate possession before it was disclosed, and that the other party has not received directly or indirectly from the disclosing party, or that (iii) has been developed independently of the other party shall not be deemed to be Confidential Information as defined by this provision.

11.2 The parties to the contract shall be entitled to pass on Confidential Information to third parties only with the other party's prior written consent. However, the Contractor shall have the right to possibly use the client's name for advertising or for informing investors and analysts.

11.3 During the execution of the order and for two years thereafter, Confidential Information shall be treated confidentially and be kept secret. However, confidentiality shall not apply insofar as a statutory obligation to disclose exists, or insofar as both parties to the contract have agreed upon an exception.

11.4 The Contractor shall be entitled to add to its own files any photocopies of documents that the client has made available to it for viewing in the course of the execution of the order.

11.5 TÜV Rheinland Werkstoffprüfung GmbH shall retain all exclusive

and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland Werkstoffprüfung GmbH.

11.6 The client may only use expert reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.

11.7 The client may use test reports, test results, expert reports, etc. only complete and unshortened. Any publication or duplication for advertising purposes needs the prior written approval of TÜV Rheinland Werkstoffprüfung GmbH.

12. OTHER GENERAL PROVISIONS

12.1 Addenda, supplements or amendments to contracts, as well as any collateral agreements or commitments shall only be effective in writing. This shall apply also to any waiver of this written form requirement.

12.2 The legal relations between the parties to the contract shall be subject exclusively to the substantive laws of the Federal Republic of Germany.

12.3 Unless otherwise expressly agreed upon, Halle (Germany) shall be place of jurisdiction for all disputes arising from, or in connection with, the order.

12.4 If any provision or part of the agreements made between the parties to the contract is ineffective or inoperable, the other provisions of the contract shall remain in effect without limitation. The parties to the contract shall replace any ineffective or inoperable provision with an effective and operable provision that most closely reflects the commercial purpose of the ineffective or inoperable provision. The same shall apply in so far as any provision in the contract is incomplete or lacking.

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