

GENERAL TERMS AND CONDITIONS

A. General

M.O.E. GmbH is an independent office providing engineering and certification services. MOE GmbH acts impartially and objectively. The respectively latest version of the General Terms and Conditions are applicable to all services rendered by M.O.E. GmbH, even if no separate agreement has from case to case been reached regarding their applicability.

B. Scope and Performance

The kind and scope of services rendered by MOE GmbH are based on relevant agreements concluded and always, in the absence of an express special agreement, applicable at the time of class inspections and/or surveys.

It is the client's obligation to ensure that the services of M.O.E. GmbH can be rendered smoothly and without delay. M.O.E. GmbH shall, to the extent requested, be granted unrestricted access and the right of inspection.

Any information, drawings, etc. required for performance of the functions and activities of M.O.E. GmbH must be made available in due time.

M.O.E. GmbH is entitled to have partial tasks carried out into execution by third parties in agreement with the client.

C. Confidentiality

M.O.E. GmbH shall maintain confidentiality with regard to all documents and other information received in relation with the issued orders. Documents and information may only be passed on with the consent of the authorized party. This shall also apply in case of fulfilling tasks through a third party.

Further, the aforesaid duty of confidentiality shall not apply if such information is required

to be disclosed under German law, governmental order, decree, regulation or court order.

D. Remuneration

For services rendered by MOE GmbH fees are to be paid on the basis of the price quoted in the offer. Additional expenses, which are incurred, for instance, as a result of poor organization on the part of the client or of repetition of tests and for which M.O.E GmbH is not responsible, will be charged separately at the respective current cost rates.

M.O.E. GmbH is entitled to demand prepayments, if applicable.

E. Payment of Invoices

1. The fees for all services rendered by M.O.E. GmbH are due for payment without deduction 14 days after the date of invoice. On default M.O.E. GmbH is – without prejudice to any other rights – entitled to charge default interest, to withhold certificates and other documents and/or to suspend or revoke the validity of certificates.

2. Any rights of lien or retention in favour of the client, statutory or otherwise, are hereby excluded. Likewise excluded are any rights of set-off with client's counter-claims, unless such counter-claim is undisputed or has been finally adjudicated upon the courts or such counter claims are due to gross negligence by M.O.E. GmbH.

F. Liability

1. Liability of M.O.E. GmbH for defects as to quality shall in the contract for work and services ("Werkvertrag") be limited to remedying such defects. In the event that this is unsuccessful, the client shall, in addition to his right per § 637 of the German civil code, have the right to claim a reduction in the

contractual price or to withdraw from the contract.

2. Claims of the client for defects as to quality shall become time barred one year after acceptance by the client of the performance by M.O.E. GmbH of its obligations, in so far as such defects shall not have been wrongfully concealed by M.O.E. GmbH. or cause by the willful misconduct of M.O.E. GmbH.

3. Furthermore, except in case of breach by M.O.E. GmbH of a material contractual obligation, liability of M.O.E. GmbH for a negligent performance of its obligations towards the client shall be limited to five times the remuneration of the individual obligations to which the breach relates. This limitation of liability shall also apply to claims for damages by the client based on the tort of negligence. In the event of a slightly negligent breach by M.O.E. GmbH of one of its material contractual obligations, the liability of M.O.E. GmbH shall be limited to typical contractual foreseeable damage.

In the event of willful misconduct or gross negligence on the part of M.O.E. GmbH, the liability of M.O.E. GmbH shall be determined as provided for by law. This shall also apply to any case where M.O.E. GmbH is strictly liable by law.

4. Personal liability of the organs of M.O.E. GmbH or persons to whom M.O.E. GmbH resorts to perform obligations is excluded except in case of their willful misconduct or gross negligence.

5. The attention of the client is expressly drawn to the fact that it has the possibility of agreeing with M.O.E. GmbH that the liability of M.O.E. GmbH be extended beyond what is provided for in these General Terms and Conditions. However, such extension of liability is subject to the client demanding this of M.O.E. GmbH, to the insurer of M.O.E. GmbH accepting to take on such additional

risk and to the client bearing any additional insurance cost associated with such increase in liability.

6. Claims for damages which are not claims for defects pursuant to paragraph 1 hereof, with the exception of tortious claims and/or claims brought under the German law on product liability, shall be time barred one year after acceptance by the client of the performance by M.O.E. GmbH of the obligation in question, in so far as there was no willful misconduct or fraudulent intent on the part of M.O.E. GmbH.

7. The provisions of clause F. above regarding limitation of liability and time bar shall not apply to claims for death, personal injury, damage to health or infringement of liberty.

H. Place of Performance – Jurisdiction – Governing Law

1. The place of performance for all obligations resulting from or in connection with the respective order from the client is the place of business of M.O.E. GmbH, unless otherwise provided in the order.

2. The exclusive place of jurisdiction for claims against M.O.E. GmbH is the place of business. M.O.E. GmbH is entitled to sue the client before any other competent court.

3. German law shall govern the performance of the order and all claims resulting from or in connection with the order.

I. Severability Clause

In the event that individual provision of these General Terms and Conditions are or become partly or as a whole ineffective, this will not affect the effectiveness of the remaining terms.

In the event of doubts as to the interpretation of the present General Terms and Conditions, the German text shall be authoritative.