

General Consultancy and Engineering Principles

(Effective date: April 2010)

§ 1 Applicability

These General Consultancy and Engineering Principles are valid for contracts of the G U T Giesserei Umwelt Technik GmbH (in the following named G U T). Terms and conditions of the customer are applicable only if so expressly agreed to in writing.

§ 2 Object of Agreement, Scope of Services

G U T performs all works with the utmost diligence under consideration of the agreed quality standards and relating to the individual situation and the customer's demands. Object of the agreement is the respective task specified in the contract and not – unless nothing different has been declared – to achieve a particular economic success. Provided that nothing different has been declared G U T is allowed to subcontract with expert partners whereby G U T always remains committed directly to the customer. As part of the agreement G U T will deploy only employees correspondingly trained and provided with the necessary skills. Besides G U T decides on its own discretion which members of staff will be appointed or exchanged.

§ 3 Performance Amendments

G U T will have regard to amendment demands of the customer provided that this deems acceptable to G U T within the limits of their operational capacities especially with view to effort and time planning. Insofar as the amendments requested by the customer may have effects to the contractual terms (especially remuneration, time schedule), the parties stipulate an appropriate adjustment of the contract especially in the terms of remuneration and postponements.

As the case may be G U T carries out the works without consideration of the amendment demands until the contract has been adjusted. If a considerable examination of the extra effort and expense becomes necessary G U T may require a separate order therefor.

§ 4 Non-Disclosure, Data Protection

G U T is indefinitely committed to tacit obligation regarding all information or business and trade secrets of the customer which are constituted as confidential which come G U T to knowledge in context of the order. Disclosure to third parties who are not engaged in executing the order may only be effected with permission by the customer in writing.

G U T accedes to bind all persons to secrecy who are employed working on this order. G U T is permitted within the limits of the assigned purpose of the project to process under consideration of data protection regulations all data entrusted to G U T or to have them processed by thirds.

§ 5 Protection of the Intellectual Property

G U T grants the customer the timely and locally unrestricted and irrevocable right of use for all work results arisen in the context of the work and services for the customer for the optional usage within the customer's enterprise. The customer will reimburse G U T all costs which G U T has to bear and pay according to the legal regulations to inventors being on the payroll of G U T for rights to inventions for all employees' inventor royalties transferred to the customer.

§ 6 Remuneration, Payment Terms, Compensation

The remuneration for services by G U T will be charged according to the time spent on the job (time fee) or at a contractually stipulated fixed price. Unless otherwise agreed G U T is additionally entitled to reimbursement of expenditures. Details of payment are regulated in the contract.

All receivables become valid with invoicing and are payable immediately without deductions. Statutory levies as for example VAT are to be added to all quoted prices and to be shown separately on the invoice. If the agreed remuneration exceeds an amount of € 20.000 G U T is entitled to demand for reasonable monthly progress payments. Compensation against receivables by G U T on remuneration and reimbursement of expenditures is only admissible with undisputed or legally recognized claims.

§ 7 Cooperation Duties of the Customer

The customer is obligated to support G U T with all efforts and to create in his business sphere all necessary preconditions for a proper execution of the order, especially all significant documents required for the job execution have to be made available in time. On G U T demand the customer has to confirm in writing the integrity and completeness of his information, of his oral explications as well as of the documents presented to G U T. G U T is only liable for reacquisition of data if and when G U T caused the loss of data intentionally or grossly negligent and the customer, except for the case of intent, secured by daily data backup that the machine-readable data can be restored with reasonable effort.

§ 8 Default of Acceptance, Participation

If the customer defaults acceptance of the deliverables from G U T or neglects his incumbent duty of participation despite exhortation and setting a deadline G U T has the right to terminate with immediate effect. Regardless of the assertion of this right of termination G U T is entitled to compensation of the loss or damage caused by the delay or by the denial of participation respectively to compensation of the additional expenditures.

§ 9 Liability, Limitation of Liability and Disclaimer of Liability

G U T is liable for damages - for whatever legal reasons – only

- a) on intent
- b) on gross negligence of the owner, the organs or executives
- c) on culpable violation of life, body and health
- d) on deficiencies fraudulently concealed by G U T
- e) as part of a guarantee
- f) if liable under product liability law for personal injury or damage to privately used items

In case of culpable breach of essential contract duties G U T is liable also on gross negligence by employees or for slight negligence, in the latter case limited to the typical, reasonably foreseeable damages. The liability for damages for any incorrect consulting is limited to the amount of the agreed remuneration – if G U T cannot be scored against intent and gross negligence. For indirect and consequential damages (for example business interruption, loss of profits, and loss of production) G U T cannot be held liable. Further claims are excluded.

§ 10 Limitation

All claims of the customer - for whatever legal reasons – expire by limitation within 12 months. For damages under the § 9 sentence 1 lit. a) to d) and lit. f) the statutory periods are effective.

§ 11 Impediments to Performance

Events due to force majeure or other events that could significantly hamper implementation or make it temporarily impossible entitle the respective party to postpone the completion of their performance for the duration of the hindrance and a reasonable acceleration time. Events under force majeure are on par with labor disputes and similar circumstances if and when they are unpredictable, severe and undeserved. The parties shall notify each other immediately of the occurrence of such circumstances.

§ 12 Miscellaneous

Changes and amendments of the contract shall only be valid in writing. Rights under the contract with G U T may only be assigned with the prior written consent.

For all rights under the contract applies excluding the right of the Federal Republic of Germany.

Jurisdiction for all disputes arising from and related to the contract is the seat of G U T.