

General Terms and Conditions of

tec4U-Ingenieurgesellschaft mbH
Saar-Lor-Lux-Straße 15
66115 Saarbrücken
Germany

Managing Directors: Ralf Unruh und Johannes Chatzis
Saarbrücken Local Court, HR B 11757

Valid as of: November 20th 2009

I. Scope

These terms and conditions apply to all services provided by tec4U-Ingenieurgesellschaft mbH. These terms and conditions are valid exclusively; any terms and conditions of the client that are contrary to or deviate from these terms and conditions shall not be recognised, unless their validity is agreed to expressly in writing.

These terms and conditions are also accepted by the client in the event that the client receives services from tec4U-Ingenieurgesellschaft mbH or provides services itself while tec4U-Ingenieurgesellschaft mbH is aware of terms and conditions of the client that are contrary to or deviate from these terms and conditions. They also apply to any future business relations even if they are not expressly agreed again.

II. Offer and Conclusion of the Contract

1. All offers are discretionary and non-binding, unless tec4U-Ingenieurgesellschaft mbH has expressly stated that they are binding. The same applies to all technical material and other documentation.
2. tec4U-Ingenieurgesellschaft mbH retains title, copyright and other protective rights for cost estimates and other documents. These must not be made accessible to third parties and are to be returned on request.

III. Scope of Services

1. The written order confirmation from tec4U-Ingenieurgesellschaft mbH defines the scope of the services. Secondary agreements and amendments shall only be valid if made in writing.
2. The subject of an order may be as follows:
 - Drafting of organisational concepts
 - Status analyses
 - Data research
 - Global and detailed analyses
 - Training
 - Program maintenance
 - Other works and services
 - Other consulting services
3. Within the framework of the subject matter of the contract, tec4U-Ingenieurgesellschaft mbH shall determine and be responsible for the provision of services. tec4U-Ingenieurgesellschaft mbH shall always endeavour to take any justified wishes that the client has into consideration. However, the client shall not have the authority to issue instructions.
4. tec4U-Ingenieurgesellschaft mbH may engage third parties for the purpose of performing the service.

IV. Client's Obligations

For the duration of the contract, the client shall only use other companies not engaged by tec4U-Ingenieurgesellschaft mbH for the purpose of performing the service by prior arrangement with tec4U-Ingenieurgesellschaft mbH if they are to be used within tec4U-Ingenieurgesellschaft mbH's domain. The client must ensure that any cooperation required for performance of the contract is provided in good time and at no cost to tec4U-Ingenieurgesellschaft mbH. Unless agreed otherwise in an individual contract, cooperation duties include in particular:

- The nomination of a contact with decision-making powers
- The comprehensive and timely provision of necessary information, documents and aids within normal working hours
- Unsolicited notice of all documents, procedures and facts that may have a bearing on the execution of the order

V. Deadlines

1. Performance deadlines are laid down in the individual contract.
2. If performance by tec4U-Ingenieurgesellschaft mbH is delayed due to an obstacle for which it is not responsible, the performance deadline shall be extended accordingly.
3. In the event that tec4U-Ingenieurgesellschaft mbH defaults in performance, the client shall be entitled to terminate the contract in question without notice once it has granted a reasonable period of grace in writing that has passed without result. Any partial services that have been provided by tec4U-Ingenieurgesellschaft mbH under the contract in question prior to the termination must be paid for in full by the client.

VI. Terms of Payment

1. The payments are to be made without deduction by the agreed dates. Value added tax is charged separately on advance payment invoices, partial invoices and final invoices, at the statutory rate, and is due immediately after issue of the invoice.
2. Compliance with the agreed payment deadlines constitutes an essential condition for the provision of services by tec4U-Ingenieurgesellschaft mbH. Any failure to observe the agreed payments shall entitle tec4U-Ingenieurgesellschaft mbH to suspend ongoing work and withdraw from the contract. All associated costs as well as the loss of profits must be borne by the client.
3. The client shall only be entitled to set-off, even in the event of the assertion of complaints or counterclaims, if its counterclaims have become res judicata, have been acknowledged by tec4U-Ingenieurgesellschaft mbH or are undisputed.
4. If the client defaults in payment, tec4U-Ingenieurgesellschaft mbH shall be entitled, without prejudice to any other legal claims it may have, to demand annual interest of 8 percentage points above the relevant base rate of interest pursuant to § 247 of the German Civil Code (BGB).

VII. Remuneration

1. The prices quoted are net prices based on current costs. Program media costs and travel expenses are invoiced separately outside the offer.
2. The rates for services that are to be billed according to time spent are based on an eight-hour day and five working days a week. Travel time is regarded as working time.

3. Unless otherwise agreed on a case-by-case basis, the client shall bear the following: costs for meals and accommodation, proven or plausible secondary expenses (e.g. transportation and storage of luggage, charges for business calls and faxes, etc.) and costs for journeys by tec4U-Ingenieurgesellschaft mbH employees to and from the project site.
4. If the workload expands significantly due to incomplete or inappropriate information from the client or failure by the client to cooperate properly, tec4U-Ingenieurgesellschaft mbH shall be entitled to a reasonable increase to the original remuneration.
5. For services that are to be billed according to time spent, tec4U-Ingenieurgesellschaft mbH shall issue monthly interim invoices. For orders with a fixed price, tec4U-Ingenieurgesellschaft mbH shall issue an invoice for 50 % of the order value following placement of the order. Once the order has been completed, the remaining 50 % is invoiced. Expenses and travel costs under VII 3 are invoiced monthly. For orders comprising several units (e.g. status analyses and/or training), tec4U-Ingenieurgesellschaft mbH is entitled to present an invoice after each individual service.
6. A fixed price arrangement covering the entire period of execution can only be given by tec4U-Ingenieurgesellschaft mbH during order negotiations if the exact scope and execution timeframe are fixed.
7. The deduction of a discount is only permitted by special written agreement between tec4U-Ingenieurgesellschaft mbH and the client.

VIII. Rights of Use

The client shall receive a non-exclusive, non-transferable right to use the contractual services from tec4U-Ingenieurgesellschaft mbH; it may only use the results of all services provided contractually by tec4U-Ingenieurgesellschaft mbH for its own internal business purposes and must not pass them onto third parties or publish them without the prior written consent of tec4U-Ingenieurgesellschaft mbH. All further rights of use shall reside with tec4U-Ingenieurgesellschaft mbH.

IX. Limitation Period

Any contractual claims that the client may have shall expire within no more than one year from the date on which the contractual service should have been provided and the client had knowledge of the underlying facts.

X. Provision of Services

tec4U-Ingenieurgesellschaft mbH undertakes to execute contractually assumed services with due care according to the agreements made and in line with the principles of proper professional practice.

XI. General Liability

1. tec4U-Ingenieurgesellschaft mbH is liable without limitation for malicious intent and gross negligence on the part of its executive bodies and executive employees as well as for death, bodily injury or damage to health. Liability for the violation of major contractual obligations is limited to the foreseeable damages typical for this type of contract. A major contractual obligation is one that must be fulfilled for proper performance of the contract to be at all possible and on the observance of which the contract partner may rely as a matter of course.
2. Liability for normal and slight negligence on the part of executive bodies and executive employees is excluded.

3. If vicarious agents of tec4U-Ingenieurgesellschaft mbH, within the meaning of § 278 BGB, act with malicious intent or cause death, bodily injury or damage to health, tec4U-Ingenieurgesellschaft mbH shall be liable without limitation. In the event of gross negligence or the violation of major contractual obligations on the part of vicarious agents within the meaning of § 278 BGB, liability shall be limited to the foreseeable damages typical for this type of contract. In all other respects, liability for vicarious agents is excluded.
4. The requirements of the German Product Liability Act (ProdHaftG) are not affected by the provisions above.

XII. Reporting Duty

The client is obliged to report damage, injuries and losses for which tec4U-Ingenieurgesellschaft shall be liable without delay.

XIII. Confidentiality

1. The contracting parties undertake to treat the contract, its annexes and all the documents that have arisen or that shall arise in connection with the execution of the contract as confidential and to ensure that they are handled confidentially by their employees. They must not pass on any technical or commercial information that they obtain from each other in connection with the contract.
2. This confidentiality obligation does not apply to documents and information that
 - are or become common knowledge without the contract partner concerned being responsible for this situation, and this can be proven,
 - were already known to the contract partner concerned before they were made accessible to this party by the other contract partner or the project manager, and this can be proven,
 - the contract partner concerned has been made aware of them by a third party without any violation of this contract partner's obligation of confidentiality towards the other contract partner, and this can be proven.
3. The above obligations shall remain effective even after the contract has ended.
4. The client must impose the corresponding obligations on the project manager.

XIV. Applicable Law

All legal relations between the parties and their legal successors that stem from this contract and from any ancillary business shall be governed by the laws of the Federal Republic of Germany.

The place of jurisdiction shall be the registered place of business of tec4U-Ingenieurgesellschaft mbH.

XV. Amendments, Validity

1. Amendments and additions to this contract shall only be valid if made in writing; they must be recorded in a document bearing the legally binding signature of both parties, the date and the consecutive number of the contract amendments; each contract partner shall receive a copy of this document.
2. If any provision of this contract is or becomes invalid, this shall not affect the validity of the remaining provisions. Instead, the contracting parties shall work together to replace the invalid provision with one that is legally permissible and valid and that is suitable for achieving the same intended result as the invalid provision. The same applies to the closure of any contractual loopholes.