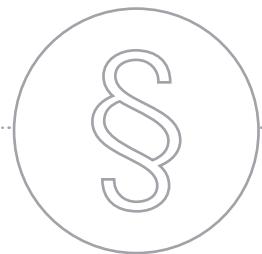


QUNDIS GmbH Standard Terms and Conditions for Purchased Services



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These Terms and Conditions shall be applicable to all services purchased by QUNDIS (QUNDIS GmbH, Sonnenstor 2, 99098 Erfurt), hereinafter the 'Client' (CL), and shall exclude any general terms and conditions of business of our suppliers, hereinafter 'Contractors' (CO), and shall be subject to any agreements we may make which deviate therefrom. The provisions of law applicable in any particular case shall likewise govern supplementally. To the extent that, in the text below, we differentiate between 'services' and 'works and services', 'works and services' denote contractual performance by which the CO bears an obligation to supply a particular outcome (meaning, for example, a corporeal or intellectual work etc.). In the case of contracts for the delivery of items of moveable property to be manufactured or fabricated, the CL's "General Terms and Conditions of Purchase", as from time to time amended, shall apply. They may be found at www.qundis.com.

1. Offer and contract

1.1. Offer

Offers are free of charge and do not give rise to any obligations on the part of the CL. Written documents, such as offers, offers on addenda, confirmations and commercial correspondence, should be addressed to the correct purchasing department of CL. Complete, order-specific details shall be furnished in all documents (letters, invoices, consignment notes, waybills etc.).

1.2. Orders

Orders and order modifications shall only be binding where they are placed in writing, issued by CL's purchasing department.

1.3. Elements of contract

The following are deemed to constitute elements of the parties' contract:

- the order, together with all annexes
- the details stated in the offer,
- these Standard Terms and Conditions for Purchased Services. In the event of any conflicts, the elements of contract referenced in a) through c) hereof shall apply in the order appearing above.

1.4. Warranty

The warranty periods are as follows:

- For machines, equipment, spare parts and accessories, 24 months, following acceptance without any limit

on hours of operation, also in the case of delivery to site, and agreed assembly, from the time assembly is complete, in the case of agreed test runs, as soon as such test run has been completed without objections and subject to acceptance.

- For construction services (including architectural and engineering services), 5 years as of formal acceptance.
- For all other purchased services (e.g. repairs to machines), 2 years as of acceptance.

Where, in the case of works and services, defects arise during the warranty period, the CL shall be entitled, at its option, to demand either elimination/cure of the defect or replacement by a non-defective item of goods (supplementary performance). The necessary expense in this regard shall be borne by the CO in full. Upon expiry to no avail of a reasonable period, the CL may, in accordance with its option, assert the rights arising under secs. 634 ff. of the German Civil Code. Formal acceptance of the goods, of a sample or trial item shall not relieve the CO from liability for defects. To the extent a replacement is supplied for the subject-matter of supply by way of supplemental performance, the warranty period shall begin to run afresh if such supplemental performance constitutes an acknowledgment of the CO's duty to effect supplemental performance. The same applies in cases of remediation, as to that portion of the subject-matter of supply which has been remediated.

The costs of increased testing due to defects shall be borne by the CO where responsibility for such increased testing lies with the CO.

1.5. Liability and insurance

The CO hereby warrants that, in connection with its services, it has not culpably infringed on any third-party rights. Where the CL is subjected to third-party claims on these grounds, the CO shall indemnify and hold the CL harmless against such claims. This indemnification must be paid upon the CL's first demand therefor.

Furthermore, the CO shall indemnify and hold the CL harmless against any and all third-party claims for compensatory damages and shall compensate the CL for all losses based on breach of contractual obligations by the CO and/or which are the responsibility of the CO, its staff or assistants/vicarious agents.

The CO hereby undertakes to maintain liability insurance, at the CO's cost and expense, covering all services to be

rendered by the CO, with sufficient lump-sum cover of EUR 5 million for injuries to persons and damage to property per insured event.

The CO shall furnish the CL (upon the demand of the latter) with appropriate evidence of its insurance cover and shall inform the CL unbidden and without delay as to every fact or circumstance giving rise to adverse impacts on its insurance cover.

Where the CO has concerns with respect to materials, lifting gear, components or services of other contractors furnished by the CL, it must notify the CL of such concerns in writing and without delay. The CO shall otherwise continue to bear full responsibility for the execution of the works and services. The CO shall give the CL sufficient advance notice prior to commencing its works as to whether the CO has taken out a policy of all-risks and assembly insurance. Upon the CL's request, the CO shall furnish the CL with evidence of its insurance cover.

1.6. Formal acceptance

All services (including any services rendered by way of curing defects) shall require formal written acceptance by the CL. Where no formal written acceptance is issued, then the service shall be deemed formally accepted at the end of a 30-day period running from the date the CO's written notice of completion was received by the CL. The foregoing shall not apply if the CL notifies the CO within such period that it is refusing formal acceptance.

1.7. Ownership of design documents etc.

Plans, written documents, electronic media, drawings, models etc. furnished to the CO or to third parties working for the CO shall remain the CL's property and must be returned to the CL upon completion of the work. The foregoing shall also apply to any copies and duplications the CO has made with the CL's consent.

1.8. Confidentiality

The CO shall keep confidential all confidential documents and information coming to its knowledge in the course of its work for the CL with respect to the CL's operational facilities, business transaction and processes and working methods. The CO may only disclose information of this kind to third parties with the CL's express consent.

This obligation shall survive the completion of the CO's services. The CO shall impose a corresponding duty of confidentiality in favour of the CL on any staff deployed by it. The CO shall bear liability for all losses incurred by the CL as a result of any culpable breach of these obligations.

2. General terms and conditions for services

2.1. Sub-contractors

The use of sub-contractors shall require the CL's prior written consent. In order to use sub-contractors, the CO must already identify the services it intends to sub-contract in its offer. Where the CL grants its consent, the CO shall nevertheless remain fully liable to the CL for performance of the contract. The CO shall impose an obligation on any sub-contractors to comply with the present Terms and Conditions.

2.2. Work at hourly rates, overtime, hardship supplements

Work at hourly rates may only be performed by special instruction of the CL. The CO must furnish the CL with evidence of the actual hours worked with respect to each employee, deducting ordinary (but at least the statutory) break times. Provision of supervisors shall be deemed included in the hourly rate. Supplements for overtime, night-time work, Sunday and public holiday work as well as for working in hardship conditions shall only be payable where the CL has ordered such work. The parties shall make a prior written agreement as to the amount of such compensation. The CO shall furnish detailed evidence of the hours to be compensated pursuant to the CL's instructions and shall submit this evidence to the CL for its acceptance within one week's time. The CO shall maintain detailed, written records on its use of machines and equipment and on its use of materials for which separate compensation is payable.

2.3. Quality assurance

The CL reserves the right to conduct interim testing as a part of its quality assurance scheme. Parts may not be fitted or installed if the CL's testing has not yet been completed or if it yields results that are not of satisfactory quality. The costs of increased testing due to defects ascertained by the CL shall be borne by the CO.

3. Invoicing and accounting

A single copy of all invoices and records of works and services shall be submitted to the CL, indicating the order number. The CO shall issue a separate invoice for each order.

4. Payment

4.1. Partial payments

Partial payments (including the number of instalments and/or amount of partial payments) shall be the subject of a separate agreement between CL and CO and shall be requested in the manner prescribed. The CL shall be entitled to

assert rights of set-off and retention to the extent provided by law. Upon payment of the invoice, the services or works and services shall be deemed to pass fully to the ownership of the CL/to the CL's possession.

4.2. Payment periods

Unless an agreement has been made to the contrary, payment shall be made 30 days from the date the invoice is received, provided that formal acceptance of the services has occurred and all defects have been eliminated and cured and provided that the parties have not made any other agreement as to terms of payment.

5. Order and safety

5.1. Laws, regulations, rules and standards

For purposes of ensuring compliance with public order and safety, adherence to and compliance with the provisions in force from time to time as to entrepreneurs and their staff working at QUNDIS GmbH as well as any additional stipulations which may apply (plant and facility-specific rules) is mandatory. The CL shall inform the CO of the rules, laws and regulations applicable in each case. Where, in the course of performing the contract, the CO fails to comply with the statutory and regulatory requirements applicable in each case, in particular the provisions on combating illegal working, the CL shall be entitled to terminate the contract with the CO for cause.

5.2. General health and safety rules

The CL hereby reserves the right to audit the CO's compliance with health and safety rules.

For reasons of health and safety, the CO may only commence works after orientation at site by the CL's construction, assembly or project manager. The CO shall label any devices, equipment and machines it brings onto the CL's facility as its own property.

The CO may only draw off water from water hydrants after obtaining approval of the CL to do so. The CO must ensure that a sufficient number of CO personnel who are able to speak German are present at any construction or assembly sites.

In addition to the foregoing, the CL's Health and Safety Guidelines for Purchased Services, as from time to time amended, shall apply. The CL shall furnish the CO with a copy of these guidelines upon request.

6. Data protection

The CL hereby reserves the right to process such data as it may require to deal with its business transactions (including personal data), subject to the proviso that in doing so, it shall comply with the applicable data protection acts. Upon the written request of the CO, the CO shall likewise have a right of information with respect to its personal data which the CL has collected, processed and used.

7. Place of performance, jurisdiction and venue and applicable law

The place of performance for purposes of supplying goods and services is the place of execution of the services as by the CL, the place for performance for purposes of payment is Erfurt, unless otherwise stated in the order. Where the CO is a general merchant [Vollkaufmann], exclusive jurisdiction and venue for all disputes shall lie with the courts of Erfurt, but, at the option of the CL, jurisdiction and venue shall also lie with the courts with geographic jurisdiction over the CO's registered office.

The parties' contractual relations shall be governed by the laws of the Federal Republic of Germany, excluding the Convention on sale of goods (CISG).