

General Terms and Conditions

of International Certification Management GmbH (hereinafter referred to as ICM) as of the 1st of July 2010.

1. General

1.1 ICM tests, evaluates and certifies companies in relation to Quality Management systems. ICM issues certificates.

1.2 Orders are carried out under the following terms and conditions. Any opposing terms and conditions are hereby explicitly opposed. The client acknowledges the terms and conditions and price list which apply in each case at the time that the order is issued.

1.3 The client acknowledges the Certification System and the actual Accreditation Specifications of ICM.

2. Implementation of the order

2.1 ICM carries out orders and prepares reports and certificates in accordance with the Certification System and the actual Accreditation Specifications of ICM.

2.2 The scope of the order is defined in writing when it is issued. Any amendments must be agreed prior to execution. The client has the right to withdraw from the contract prior to such an agreement if it cannot reasonably be expected to abide by the contract in view of the amendment. However, in accordance with Section 649 of the German Civil Code, it must pay the agreed remuneration or an appropriate level of remuneration.

2.3 The client shall ensure that all of the necessary acts of cooperation, including those of its contracting agents or third parties, are performed promptly, properly and at its own expense. In the event of a breach of duties of cooperation, the client shall pay the relevant additional expenditure which is incurred as a result.

2.4 When the relevant final reports, test reports or expert reports are drawn up, the contractual services of ICM shall be deemed to have been delivered and completed.

3. Deadlines, default, impossibility

3.1 Order deadlines which are specified are non-binding, unless their binding force is explicitly agreed in writing.

3.2 If binding deadlines for execution have been agreed, they shall be suspended or extended by an appropriate period of time if an act of cooperation is not forthcoming or is not forthcoming in due time (clause 2.3).

4. Guarantee

4.1 ICM's guarantee only covers the services which it is explicitly instructed to carry out in accordance with no. 2. No guarantee is provided in respect of the correctness and the

good working order of an overall facility to which the examined or tested parts belong, in particular in respect of the design, choice of materials and construction of the facilities under examination, if these aspects do not explicitly form part of the order. In the latter case too, the guarantee obligation and the legal responsibility of the manufacturer shall be neither restricted nor accepted.

4.2 ICM's guarantee obligation shall initially be restricted to supplementary performance within an appropriate period of time. If the supplementary performance fails, that is to say if it becomes impossible or unacceptable to the client or is unjustifiably refused or unduly delayed by ICM, the client shall be entitled, at its choice, to demand that the level of remuneration be reduced or the contract be rescinded.

4.3 The guarantee period is one year.

5. Disclaimer/limitation of liability

5.1 Claims on the part of the client for damages based on ordinary negligence are excluded, provided that what is at issue is a case of non-contractual liability, culpability in the case of contractual negotiations or secondary contractual obligations. Exceptions to this are rights of the client arising from the defects guarantee and arising from the breach of substantial contractual obligations in a manner which jeopardises the purpose of the contract. This does not apply to damages arising from loss of life, physical injury or damage to health.

5.2 Clause 5.1 also applies in respect of the personal liability of the employees of ICM and the third parties engaged by it.

5.3 In so far as ICM is liable in principle in accordance with Clauses 5.1 and 5.2, this liability is restricted to loss or damage which, at the time of the conclusion of the contract, ICM anticipated as a possible consequence of a breach of contract or which ICM must have anticipated with the exercise of normal commercial care. ICM is not liable, except in the case of intentional and the gross negligence, for client losses in the cases of non-issuing, cancellation or the revocation of a certificate.

5.4 In the event that ICM is liable for damages, the liability shall be restricted to the respective maximum amount insured, currently € 3,000,000.00 for personal injury and other damages. Claims which go beyond this are excluded. The same applies to claims for reimbursement of expenses. ICM makes explicit reference to the possibility of increasing the maximum amount insured in a given case.

6. Terms of payment

6.1 Unless something to the contrary is agreed in writing, the prices detailed in the ICM price list in the version which applies at the time that the order is confirmed shall apply. If the testing extends over a period of more than 4 months, in the event of a price increase in the interim, the new prices shall apply from the 5th month and, if there are any further price increases, the prices which are then valid shall apply from the point in time that they come into force, provided that the increase is due to an increase in wage costs or material costs.

6.2 Advances on costs of a maximum of 25 per cent of the value of the order, and in justified individual cases also more than this, may be demanded, and partial invoices based on the services which have already been provided shall be issued.

6.3 The amount invoiced shall be due on invoicing and is to be settled within two weeks of the date of the invoice, unless something to the contrary is agreed. After this, the statutory amount of default interest shall be demanded. A right to claim compensation for damage caused by default which goes beyond this is explicitly reserved.

6.4 The amount of value added tax which applies at the time of invoicing shall be levied in addition to the service prices and detailed separately.

6.5 Objections appertaining to invoices are to be communicated in writing with details of the grounds for them within a limitation period of 14 days following receipt of the invoice.

7. Non-disclosure, copyright, data privacy

7.1 ICM may make copies for its own records of written documents which are handed over to ICM for inspection and are vital for carrying out the order.

7.2 ICM retains the copyrights to the expert reports, certificates and expertises or the like.

7.3 ICM, its employees and third parties commissioned by it may not disclose and utilise, without authorisation, business relationships and operating conditions and technical and commercial content of which they become aware in carrying out their work.

7.4 ICM processes personal data exclusively for its own purposes. In addition, it also uses automatic data processing machines. In order to comply with the data security requirements of the appendix to Section 9 of the German Data Protection Act, it has taken technical organisational measures which guarantee the security of the pools of data and the data processing procedures.

8. Place of jurisdiction, applicable law

8.1 If the client is a commercial agent, a corporate body under public law or a separate fund under public law, the exclusive place of jurisdiction for both parties to the contract shall be Straubing (for district-court disputes) or Regensburg (for regional-court disputes).

8.2 The contractual relationship and all legal relationships derived therefrom are governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

8.3 Any statements made by employees or other designated representatives of ICM or the external experts whose services it engages that are not covered by legal authority, including apparent authority and authority by estoppel, must be made in writing to be effective.

8.4 For all other conditions the policies of the Certification System and the actual Accreditation Specifications apply which these General Terms and Conditions specify and amend.