

## GENERAL TERMS OF ORDER OF SGS-TÜV SAAR GMBH

- 1. Unless otherwise expressly agreed in written form, all offers and services of SGS-TÜV Saar GmbH or its appointed representative and all contracts and agreements resulting from these are subject to these General Terms of Order. Contrary Terms, which are hereby expressly rejected, as well as supplementary agreements in oral form require the formal written consent of SGS-TÜV Saar GmbH in each individual case.
- 2. Orders placed with SGS-TÜV Saar GmbH, in particular for testing, certification and expert services including deliverables, are performed according to the generally accepted rules of technology and in adherence to binding regulations and – unless no special agreements are made – according to the usual procedures of SGS-TÜV Saar GmbH.
- 3. SGS-TÜV Saar GmbH takes no responsibility for the correctness (faultless condition) and functioning neither for the evaluated and tested parts nor for the facilities as a whole; in particular, SGS-TÜV Saar GmbH does not take any responsibility for technical construction, choice of material and construction of the examined facilities, provided these matters are not the part of the confirmed order.
- 4. SGS-TÜV Saar GmbH reserves the right to delegate the performance of all or part of the agreed services to a carefully selected and suitable agent or sub-contractor. Customer authorizes SGS-TÜV Saar GmbH to disclose all information necessary for such performance to the agent or sub-contractor.
- 5. Written documents which are given to SGS-TÜV Saar GmbH for inspection or which are required for performance of the agreed services may be copied and stored in files of SGS-TÜV Saar GmbH. Samples taken on the site of the customer pass into ownership of SGS-TÜV Saar GmbH.
- 6. If no price arrangements between SGS-TÜV Saar GmbH and the customer have been made, the fees to be paid by the customer are calculated according to the valid official schedule of services of SGS-TÜV Saar GmbH, which may be subject to changes. The fees are exclusive of any applicable value added tax, which shall be stated separately in invoices of SGS-TÜV Saar GmbH.
- 7. Invoices of SGS-TÜV Saar GmbH are payable without deduction and are due upon receipt. Customer is allowed to retain payment only in case of a dispute with SGS-TÜV Saar GmbH, or to charge up payments against claims alleged by him, provided the counterclaim is unchallenged, legally determined or ready for court decision. If customer is a non-businessman retaining of payment is only allowed for a counterclaim arising out of the corresponding contractual relationship.
- 8. The limitations of liability do not apply to damages to the extent that they result from acts of intent or gross negligence.

The same applies for damages that occur as the result of injury of life, body or health as far as the negligence was in control of SGS TÜV Saar GmbH. Furthermore liability for damages based on breach of main contractual duties or for claims based on the product liability law is not excluded.

8.2 In the case of gross negligence, SGS-TÜV Saar GmbH is liable for damages regarding essential contractual duties but limited to those damages that are foreseeable and typical for the contract. This limitation does not apply within the contractual relationship to customers which are not entrepreneurs, legal entities under public law, or separate estates under public law.

8.3 In cases of ordinary negligent breach of main contractual duties, liability of SGS-TÜV Saar GmbH (excluding damage of life, body or health) is limited to indemnification of damages foreseeable and typical for the contract.

8.4 In case of damages according to § 13 Section 5 AtG which arise from the handling of radioactive substances outside nuclear plants permitted by the licensing authority and performed within the license of SGS TÜV Saar GmbH, in particular transportation, SGS-TÜV Saar GmbH is liable to a maximum of Euro 1,000,000.00 for each individual case of damage. Liability for further damages, regardless of the legal ground, is excluded.

8.5 The exclusions and limitations of liability in Sections 8.1 to 8.4 also apply for the liability of SGS-TÜV Saar GmbH for employees and the personal liability of the employees.

8.6 Liability of SGS-TÜV Saar GmbH for slight negligence by auxiliary persons who are not employees of SGS-TÜV Saar GmbH is excluded. Incidentally, liability of SGS-TÜV Saar GmbH for auxiliary persons who are not employees of SGS-TÜV Saar GmbH towards a customer who is an entrepreneur, a legal entity under public law, or a separate estate under public law, is limited to a maximum of Euro 50,000.00 for each individual case of damage. Towards persons not belonging to the aforementioned group liability is limited by the statutory limits provided by law. The limitations of Section 8.6 do not apply in cases of intentional or gross negligent violation of contractual main duties, or culpable violation of life, body or health by auxiliary persons. The limitations of Section 8.6 also apply to the personal liability of the auxiliary persons.

■ 9. SGS-TÜV Saar GmbH and its employees are bound to secrecy on all facts concerning the order, provided they relate to the customer and the content of the order.

■ 10. SGS-TÜV Saar GmbH owns the exclusive copyright of all its evaluations, examination results, calculations etc.

■ 11. SGS-TÜV Saar GmbH stores data of the business relationship for its own use utilizing data processing facilities if necessary.

■ 12. All disputes arising from the contractual relationship with respect to these General Terms of Order are governed by and construed in accordance with the substantive laws of the Federal Republic of Germany excluding the regulations of the International Private Law. Sulzbach/Saar is the place of settlement and exclusive place of jurisdiction for all disputes relating to these General Terms of Order, provided this is legally permissible. SGS-TÜV Saar GmbH is authorized to bring an action against the customer also in the law court of the customer's place of residence and place of business, respectively.

■ 13. If any one or more provisions of these Terms of Order are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions are not affected or impaired hereby in any way.