

GTC

General terms and conditions of the 3 Pi Consulting & Management GmbH

Except as agreed in individual contracts, the services of the 3 Pi Consulting & Management GmbH (in the following: "3 Pi") are subject to the subsequent general terms and conditions (the "terms"):

§ 1 Preface

Deliveries, services and offers of 3 Pi are exclusively carried out on the basis of these terms which are also used for future businesses, provided that the contracting body is an entrepreneur. Different terms and conditions as well as contractor's acknowledgements referring to his own terms and conditions or terms and conditions of purchase are hereby rejected. Deviations of these terms are only valid if they are confirmed explicitly in written form by 3 Pi.

§ Offer and contract conclusion

3 Pi's offers are subject to change and without obligation; with regard to the mentioned prices and the warranted services, 3 Pi is bound for 4 weeks from the date of the bidding, except as defined otherwise in the offer. Contract conclusions do not become effective until 3 Pi has sent the order confirmation in written form. 3 Pi's contractual obligations in terms of form, extent and time are exclusively determined by the offer. Should 3 Pi discover after the contract conclusion that the contractor does not meet his obligations, 3 Pi is allowed to resign from the contract and claim compensations for already made expenses if the contractor does not fulfil his commitments or the due service in spite of a written reminder with fixing of a period of time by 3 Pi.

§ 3 Terms of delivery and dates

Terms of delivery and dates are without obligation unless the written delivery promise was signified to be binding. The order is executed as soon as the extent of the order has finally been clarified, after the sample material that is probably required has arrived and the agreed initial payment has been received. The period of delivery is extended at force majeure and all unpredictable obstacles arising after contract conclusion and for which 3 Pi is not responsible.

§ 4 Warranty claims and liability

1. Justifiable claims that are asserted in due time are adjusted by supplementary performance in case 3 Pi is not authorized to deny the supplementary performance according to legal conditions. If the supplementary performance is neglected, impossible or failed, the contractor can demand rescission of the contract or the mitigation of the remuneration. If according to legal rules and/ or in accordance with these conditions, 3 Pi has to answer for a damage that was caused other than with intent or gross negligence, 3 Pi is liable in the following restricted way: The liability only exists if essential contractual obligations were violated and is always limited to typical damage that can be predicted when the contract is concluded. This limitation does not apply to damages for loss of life, bodily harm, and injury or illness. If the damage is covered and can be settled by an insurance the contractor has taken out for such a liability case (apart from insurances for a specified amount), 3 Pi is only liable for possibly arising economic disadvantages for the contractor, especially higher insurance premiums or interest losses until the damage is settled by the contractor's insurance provider. 3 Pi is only liable for damages (except for damages for loss of life, bodily harm, and injury or illness) that were caused slightly negligently by an inadequate service of 3 Pi, if an essential contractual obligation (cardinal obligation) was violated, and then only to the extent of these terms. 3 Pi's liability regardless of blame according to the Product Liability Act, under fraudulent concealment of the inadequacy, at taking the procurement risk or an independent warranty remains unaffected. In the case of a warranty, 3 Pi is only liable

insofar as the warranty was meant to insure the contractor exactly against this damage. The liability in the case of 3 Pi's failure to meet an obligation is limited to 0.5 % of the agreed remuneration – within the scope of a generalised compensation for damage caused by culpable delay, for each completed week. However, this liability is maximally limited to 5 % of the remuneration.

2. If 3 Pi sends an object or work on the contractor's behalf, the risk of loss or deterioration of the object or work is transferred to the contractor upon delivery to the transport person. 3 Pi will abandon its own possible claims against the transport person to the contractor or assert them at 3 Pi's own option for the contractor on its own behalf and at the contractor's expense. Additional claims of the contractor against 3 Pi are excluded.
3. Claims are only considered if they are communicated to 3 Pi within 8 days after the report was delivered, respectively in case of hidden defects, immediately after discovery, in written form.
4. The contractor is responsible for workings and advisory activities that are to be carried out at the contractor's premises.

§ 5 Content of the project plan

The types and sequence of the analyses are defined in a project plan. According to the working load of the test facilities, 3 Pi reserves changes in the sequence of the project plan. By reason of intermediate results, the project plan can be changed amicably. Additional costs that arise at the contractor's instance are at the expense of the contractor.

§ 6 Preparation of final reports

The results of the executed works are presented to the contractor in an adequate way. If agreed in the offer, an appropriate final report is prepared for this.

§ 7 References

The contractor hereby declares his explicit consent that 3 Pi can name him in its advertising or to third parts as a reference address. Detailed project contents are not concerned and are treated as stated in § 8 of these terms.

§ 8 Treatment of work results and reports

1. Work results of an order are treated in confidence. Subject to consulting with the contractor which is required in individual cases, exceptions are technical and engineer-like results that can be used by 3 Pi in generalised form to provide information, provided that this does not affect contractor's interests that are protectable in evidence. Work results and reports are only to be passed down to third parties by the contractor in an unabridged form. Each publication, also extracts, has to be authorised by 3 Pi. All reports are merely advisory and cannot be consulted for expert purposes.
2. Work results and reports advise the contractor to the best of the knowledge due to the best available technology and own developments and findings of 3 Pi for the operating conditions communicated by the contractor in writing. 3 Pi is only liable for the advice according to § 4 of these terms – under the reserve that the contractor fulfils his due diligence to verify by own tests if 3 Pi's work results, reports and recommendations are suitable to be applied to the particular operating conditions.

§ 9 Prices, terms of payment and reservation of property rights

1. Unless otherwise stated, all indications of prices are quoted net plus the particularly effective legal value-added tax and forwarding charges from 3 Pi's registered office. Additional special packaging and delivery specifications that are designated by the contractor are not included. Incurring travel and accommodation expenses are separately charged by 3 Pi.
2. Invoices are due immediately after receiving and without deductions by bank transfer. A cash discount is not granted. Work results can be retarded until the final payment is made. At delayed payment, 3 Pi charges the legal default interest as well as dunning

charges to the amount of € 5.00 per reminder. 3 Pi reserves the assertion of the further damage caused by delay. If the contractor does not fulfil his payment obligations on the due date, 3 Pi is entitled to invoice the complete remainder of the contract debt, even if drafts or cheques were accepted. The contract objects remain the property of 3 Pi until the final payment. Pledging or security transfer of objects that have not been paid yet is prohibited. 3 Pi has to be informed immediately if third parties distraint.

§ 10 Calculation basis

3 Pi's services are calculated based on fixed prices or man-days. Analyses such as material determinations etc. and tests with facilities that are fabricated especially for this purpose as well as orders to third parties are also at the expense of the contractor and have to be stipulated separately. If the contractor is responsible for an exceeding of the execution deadlines that are given in the order confirmation, 3 Pi reserves to charge the resulting additional costs to the contractor.

§ 11 Final clauses

Extra works, reservations, changes and amendments of this contract have to be confirmed in written form by 3 Pi to be effective. This also applies for this requirement of written form itself. Force majeure or inevitable events excuse 3 Pi completely or partially from executing this order. If one clause of these terms and conditions is or should become ineffective, the other clauses are not affected thereby.

§ 12 Place of performance and jurisdiction

The place of performance and jurisdiction is Steinfurt, Germany, unless another court is obligatorily responsible in legal terms.

Hörstel, May 2015.