

## GENERAL TERMS FOR SUPPLY AND SERVICES (GTSS) applicable for jobs outside Germany

### I. Definitions

1. "Seller" shall mean SCHNEIDER ENGINEERING GmbH in Berlin/Germany
2. "Buyer" shall mean the legal entity or corporate body to whom Seller offers and/or sells supply and/or services.
3. "Supply" shall mean deliver of goods.
4. "Services" shall mean performances like commissioning, engineering, trouble-shooting or the like.

### II. Terms of Contracts

1. These GTSS shall be integral part of Seller's offer and/or the Contract/Order.
2. In case of deviating terms introduced by Buyer said deviating terms shall only be applicable if and as far as Seller has agreed in writing to said deviating terms.
3. Seller is not obliged to contest Buyers' deviating terms, even if presented by Buyer to Seller together with an invitation to bid or counter offer or the like.

### III. Supply and Services

1. The contractual supply and services are set out in Seller's last offer to Buyer, even if Purchase Order stipulates otherwise, except confirmed otherwise by Seller in writing.
2. Supply and services other than those mentioned in Seller's last offer shall only be effected after Buyer's written change order.

### IV. Price

1. The price is a lump sum price including all supply and services mentioned in Seller's last offer to Buyer

2. The price is fixed for 6 weeks after conclusion of contract. After that time the price is fixed under the proviso that no hindrances beyond Seller's control occur and that the job can be executed as contractually foreseen. In case the cost of wages, material and the like increase the price shall be reasonably increased except aforementioned hindrances are attributable to Seller.
3. The price shall be in EUR except in cases expressly otherwise agreed upon in writing.

### V. INCOTERMS

Prices are understood on an ex works basis as per INCOTERMS 2000 except in case otherwise agreed in writing.

### VI. Taxes, Fees and Charges

Any taxes, fees and/or charges of state and/or local authorities outside Germany in connection with Seller's supply and/or services shall be borne by Buyer. In case of any such taxes, fees and / or charges being charged to Seller, Buyer shall immediately indemnify Seller.

### VII. Payment

1. Payment by Buyer shall be made through an irrevocable and confirmed Letter of Credit issued by an international first class bank which is accepted by seller's bank. The L/C shall also be confirmed by a German bank in Germany.
2. The Letter of Credit shall have a sufficient validity. The L/C-stipulations shall be acceptable to Seller. All bank charges and fees related to the L/C shall be borne by Buyer.
3. Seller reserves the right to determine other L/C conditions.

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#### VIII. Reservation of Title

The title of goods shall only be transferred to Buyer in case payment for supply and services is effected in full.

#### IX. Delivery Date

1. The delivery period starts as soon as order has been confirmed by Seller in writing, Seller has received down payment as contractually agreed upon and L/C in Seller's favour has been opened in a manner acceptable to Seller
2. If not otherwise mutually agreed upon in writing, only the dates in Seller's quotation are binding. These dates are only obligatory under the proviso that Buyer fulfills his obligations as agreed upon.
3. In case of Force Majeure the delivery dates shall be reasonably prolonged.

#### X. Place of Performance, Take-Over of completed works, Termination by Buyer

1. The place of performance shall be Seller's place of business. The risk shall pass to Buyer as soon as Seller has handed the delivery over to the freight forwarder, the carrier or any other person or institution entrusted with the delivery.
2. Take-Over of Seller's supply and services shall be effected as soon as possible. Use of supply and services by Buyer or Buyer's contract partners shall be deemed to be a take-over and acceptance of Seller's supply and services.
3. Defects and / or imperfections in technical performances of supply and services shall be no reason for Buyer to refuse take-over except in case of important defects and/or imperfections.
4. In case buyer terminates the contract without a reason, Buyer shall compensate the incurred costs as well as the loss of profit.

#### XI. Warranty

1. The warranty period shall end 1 year after handling over of supply and services, however, at the latest 18 months after delivery ex works.
2. In the event of a defect of Seller's supply and services, Buyer immediately has to give notice to Seller in writing.
3. In case defects of Seller's supply or services are obvious, Buyer has to give notice to seller without undue delay. Buyer also has to inform Seller of other faults as soon as they are discovered. Failing that, all claims based on these defects are excluded.
4. Within the warranty period Seller shall either repair or renew the defective parts of his supply and services. Replaced parts become property of Buyer.
5. Such defects that are attributable to Buyer or third persons are excluded from warranty obligations.
6. Seller shall bear the cost for material, transport and labour in Seller's factory. Buyer shall bear the cost for labour at site necessary to effect the remedial work such as disassembling, assembling and commissioning if applicable.

#### XII. Liability

1. Seller's liability of any obligations under the contract for direct damages to Buyer's goods shall be limited to EUR 5,000,000.
2. Seller shall not be liable for any indirect damages such as but not limited to loss of production, loss of contract, loss of profit, loss of interest, loss of use of supply and services, cost for energy bought by Buyer and the like.
3. As Seller's liability cannot be limited towards third parties by means of these GTSS, Buyer however, agrees to indemnify Seller for possible third parties claims due to Seller's liability exceeding the limits and exclusions mentioned in 1. And 2. above.

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reasonably foreseeable with respect to kind and subject matter of the contract.

5. Aforementioned limitations of liability shall neither apply in case of intent or gross negligence of Seller and/or his agents, nor if Seller gives a warranty of quality, nor in the case of damages to persons.

### XIII. Force Majeure

1. In case either party is hindered in observing its contractual obligations due to reasons beyond the parties' control in a particular as a result of natural catastrophes, war, riots, labour unrest, plant downtimes or interruption of production or due to external factors, official measures or other events beyond the control of the parties (Force Majeure) neither party shall be responsible for non-performing its obligations during the time of Force Majeure. That shall not apply to payment obligations.
2. In case Force Majeure extends for longer than 6 months both parties are entitled to terminate the Contract.

Seller's job performance shall be kept in strict confidence and only be used for the purpose of this job by Buyer. Seller reserves all intellectual property and copyrights on said documents, information, drawings and the like. The aforementioned restriction shall also remain in force after the end of warranty period mentioned above.

### XV. Applicable Law and Jurisdiction

1. The law of Federal Republic of Germany shall be applicable under the exclusion of the UN Purchase Law dated April 11, 1980.
2. Place of jurisdiction and venue shall be Berlin / Germany.

Berlin, June 2009