

General Terms and Conditions of Business

fiwa)group Status August 2007

1. Validity of the General Terms and Conditions of Business and exceptions

1.1. The following General Terms and Conditions of Business shall apply to all present and future agreements between the Customer and the Engineering Firm.

1.2. Exceptions to these terms and conditions, including in particular the terms and conditions of the client, shall only apply if expressly acknowledged and confirmed in writing by the Engineering Firm.

2. Offers, additional work

2.1. Unless specified otherwise, the information, including the fee, stated in the offers by the Engineering Firm, is subject to confirmation. Any change to the fees made between the date of the offer and the issue of the invoice, according to the published Fee Guidelines and Service Profiles of the Fee Regulations for Architects and Engineers (HOAI), shall entitle the Engineering Firm to change the fee accordingly, unless agreed otherwise.

If specific fee guidelines, flat-rate prices or service profiles are agreed with the Customer, these shall apply accordingly.

2.2 If an order confirmation from the engineering firm contains changes compared to the order, these shall be considered to have been approved by the Customer, unless the latter challenges them immediately in writing.

2.3 The employees of the Engineering Firm are not entitled to make any oral agreements in addition to the written Contract. Oral agreements are not binding on the Engineering Firm unless they are confirmed in writing. As a matter of principle, agreements must be made in writing and signed.

3. Placing orders

3.1. The nature and extent of the agreed service are based on the offer, including the annexes, contract, the order and these General Terms and Conditions of Business.

3.2. Any changes or supplements to the contract require the written confirmation of the Engineering Firm as a prerequisite for incorporation into the contractual relationship

3.3. The Engineering Firm undertakes to duly implement the order placed with it, according to generally accepted engineering standards and principles of economic efficiency.

3.4. The Engineering Firm may also rely on other appropriately authorised third parties in implementing the Contract and place orders with them on behalf name of the Customer to be billed to the latter. The Engineering Firm shall nonetheless be obliged to notify the Customer of this intention in writing and to grant the Customer the right to object to this order with a third party within two weeks.

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3.5. The Engineering Firm may also rely on other appropriately authorised third parties as sub-planners in implementing the Contract and place orders with them on behalf of the Engineering Firm to be billed to the latter.

The Engineering Firm is nonetheless obliged to notify the Customer in writing, if it intends to arrange for the implementation of orders by a sub-planner, and to grant the Customer the right to object to the placing of an order with a sub-planner within two weeks.

4. Warranty and compensation for damages

4.1. Claims under warranty may only be made following a notification of defects, to be made exclusively by registered letter within 14 days from the provision of the service or partial service.

4.2. Claims for conversion and a price reduction are not permitted. Claims for improvement or remedying defects shall be carried out by the Engineering Firm within a reasonable time, which must amount to at least one third of the period agreed for the implementation of the order. A claim for damages for late completion may not be brought within this period.

4.3. The Engineering Firm shall perform its obligations in a professional and workmanlike manner.

5. Withdrawal from the Contract

5.1. Withdrawal from the Contract is only permitted on just and proper grounds.

5.2. In the event of delay by the Engineering Firm in the provision of a service, the Customer may withdraw only after it has set a reasonable deadline for performance; the set deadline shall be notified by registered letter.

5.3. In the event of delay by the Customer in the provision of partial performance or an agreed involvement which renders impossible or significantly impedes the implementation of the order by the Engineering Firm, the Engineering Firm shall be entitled to withdraw from the Contract in full or in part.

5.4. In the event of a justified withdrawal from the Contract, the Engineering Firm shall be entitled to claim the full fee, which it shall also be entitled to claim in the event of an unjustified withdrawal by the Customer. In the event of a justified withdrawal by the Customer, any services provided by the Engineering Firm shall be remunerated by the Customer.

6. Fee

6.1. The Engineering Firm's claim to payment of the fee shall be based on the Fee Regulations for Architects and Engineers (HOAI) or the special fees, flat-rate prices and service profiles agreed with the Customer. The special fee agreements contained in the Contract or in the power of attorney shall take precedence over these fee guidelines.

6.2. The fees stated do not include value added tax (VAT), which shall be paid separately by the Customer.

6.3. It is not permitted to offset any counterclaims, irrespective of the reasons.

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7. Place of performance

The place of performance for all services shall be the registered office of the Engineering Firm.

8. Confidentiality

8.1. The Engineering Firm is obliged to maintain confidential all information provided by the Customer.

8.2. The Engineering Firm is also obliged to keep its planning activity confidential, if and insofar as the Customer has a justified interest in confidentiality. After implementing the order the Engineering Firm shall be entitled to publish the work performed under the Contract in full or in part for promotional purposes, unless agreed otherwise.

9. Protection of plans

9.1. Plans, prospectuses, reports, technical documents and similar documentation belonging to the Engineering Firm are protected by copyright. Full or partial publication shall only be permitted with the consent of the Engineering Firm; the same shall apply to disclosure and repeated use by third parties or by the Customer.

9.2. In the event of publication or disclosure of the project, the Engineering Firm shall be entitled to demand, and the Customer is obliged to ensure, that the name (company name and trade name) of the Engineering Firm is stated.

9.3. Paragraphs 9.1 and 9.2 shall apply, unless agreed otherwise.

10. Choice of law, jurisdiction

10.1. Contracts between the Customer and the Engineering Firm shall be governed exclusively by German law.

10.2. It is agreed that any disputes arising under this Contract shall fall under the jurisdiction of the court with substantive competence at the registered office of the Engineering Firm.