

I. General Terms and Conditions

Area of Application

The general terms and conditions apply for the whole business relationship between the customer/supplier and BAUER concept GmbH.

II. Completion of Contract

A contract with ourselves is only regarded as being completed if the customer/supplier accepts our quotation/order without reservation or our/his written confirmation of order is sent or we start to provide the service. If we issue a written confirmation of order then this is decisive for the content and scope of the contract provided that nothing to the contrary has been agreed in writing.

III. Carrying out the order and duty of cooperation of the customer/supplier

Provided that nothing else was expressly agreed we are only due to provide the precise services set down in the contract which we provide while observing the generally recognised codes of practice and the legal regulations.

We will not pay any compensation for damage or destruction to customer property as a consequence of appropriate carrying out of our service. The transport and where appropriate return transport of customer property occurs at his own costs and risk. The return transport is however only carried out at the express request of the customer. As far as storage is concerned our liability is restricted to customary care.

The customer must inform us fully of all facts which are relevant to carrying out our service. In principle we are not obliged to check data, information or other services provided by the customer for completeness or accuracy provided that there is not cause to do so when taking into account the circumstances of a single case or the order expressly includes it.

If one or several cooperative actions on the part of the customer are required for carrying out the service, these must be provided punctually at the customer's expense.

We have the right to have the work which we are responsible for carried out by a subcontractor who we have appointed with care and who appears suitable.

IV. Time Periods and Deadlines

Time periods and deadlines are always to be regarded as approximate unless express binding agreements were made in an individual case; this must occur in writing. There is only deemed to be a delay if the customer has imposed a reasonable time period for completing the service due in writing without result. In any case time periods start from the time of full provision of cooperation actions due from the customer and – if a payment was agreed – from the time it was made.

Any claims of the customer for loss from delays due to late delivery or provision of a service are restricted to 0.4 to a maximum of 4% of the relevant order value of the delivery or service affected by the delay for each complete week of delay. Additional claims are ruled out unless the delay relates to intention or negligence on the part of BAUER concept GmbH or its agents or assistants.

Changes to the order or the failure to complete cooperation activities on time on the part of the customer lead to the cancellation of the agreed deadlines and time periods.

If the service we are due to provide is delayed through unforeseen circumstances which we cannot be held responsible for (e.g. operational delays, official measures, industrial action etc) then we are entitled to either partially or fully withdraw from the contract or to postpone the service for the duration of the stoppage if we choose. We will inform the customer about the non availability of the service or partial service without delay and in the case of our withdrawal from the contract we will return any payments made for this without delay. Claims for compensation are ruled out.

V. Inspection

If our service requires inspection, then the customer is obliged to carry it out. For agreed partial services we can also demand partial inspections.

Services provided are deemed to have been approved if the customer does not expressly raise objections in writing with a concrete description of the individual defects within 14 days of receipt of the services. If an objection by the customer proves to be unjustified then he bears the additional costs incurred.

VI. Claims for Defects and Compensation and Withdrawal

If we have provided a defective service the customer must give us at least two opportunities to rectify defects within appropriate time periods. If the products or services provided have defects then BAUER concept GmbH is entitled, as it may choose with regard to companies, to rectify the fault by either a replacement delivery or fault rectification depending on the significance of the fault. If the rectification is not successful then the customer has the right to reduce the payment or withdraw from the contract; claims for withdrawal and compensation are not however in place, if the deviation from quality due is just negligible.

BAUER concept GmbH is liable in the case of intent and gross negligence in line with the legal regulations. BAUER concept GmbH is only liable on the basis of slight negligence if significant contractual obligations (main obligations) are contravened. Otherwise liability based on slight negligence is ruled out. Liability due to slight negligence is restricted to direct damage which is typical for a contract and can sensibly be predicted. BAUER concept is not liable for indirect damage (e.g. consequential damage, standstill periods, lost profits). These restrictions do not apply for damage to personnel, lack of assured characteristics or liability in accordance with the product liability law.

The infringement of obligations regarding a company expire after one year from the handover of the product or undertaking of the service. This does not apply in the case of damage to personnel, intention or gross negligence, deceitfulness or lack of assured characteristics.

All limitations on liability apply for the liability within and outside the contract. They also apply for the benefit of the agents, assistants, legal representatives or employees of BAUER concept GmbH.

VII. Price and Payments

The price stated by ourselves in the invoice or otherwise the customary price charged by us for the service plus the respective income tax – if applicable – is decisive. We reserve the right to demand appropriate part payments and advances.

If no fixed price was agreed and it becomes apparent while carrying out the service that the costs exceed the amount estimated for the customer by more than 10% then we will inform the customer of this. In this case the customer is entitled to terminate the contract analogous to § 649 of the German Civil Code. We will then only invoice for services rendered by ourselves up to this point in time.

If the customer is a business person he is only entitled to compensation, retention or reduction, even if notices of defects or counterclaims are asserted if the counterclaims were legally established or indisputable.

The customer is obliged to pay the agreed price on time.

VIII. Applicable Law and Legal Domicile

German law applies to the business relationship between the customer and BAUER concept GmbH.

The place where the service is carried out is Meldorf. If the customer is a corporate body under public law or if it concerns a business person carrying out his commercial or independent activities then Meldorf is agreed on as the legal domicile.

IX. Enticement Clause

The customer/contractor is obliged to refrain from the enticement of employees of BAUER concept GmbH. For each contravention a contractual penalty of 25,000 Euros is agreed for each person enticed with the defence of a series of violations counting as just one violation being ruled out. Any additional claims for compensation remain unaffected.

The contractor is obliged to refrain from the enticement of customers of BAUER concept GmbH. For each contravention a contractual penalty to the amount of 50,000 Euros is agreed for each customer enticed with the defence of treating a series of violations as one violation being ruled out. Any additional claims for compensation remain unaffected.

X. Confidentiality and Data Protection

The contractual partners are obliged to keep all information which becomes known within the framework of this contract secret from third parties even if it is not designated as confidential. The contractual partners may only use information conveyed to one another for the purpose of the mutual obligations resulting from this contract.

The obligation to secrecy and data protection also remains post contractually.

XI. Transfer of Rights

BAUER concept GmbH can also transfer the rights and obligations from this contract to qualified third parties. The customer is only entitled to transfer his rights and obligations from this contract to third parties with the written permission of BAUER concept GmbH.

XII. Reservation of Proprietary Rights

BAUER concept GmbH retains ownership of the products and services provided until complete payment of the purchase price and until the meeting of all requirements emanating from the business relationship with the customer - regardless of type and legal basis.

XIII. Final Stipulations

Deviations from these conditions are only effective if they are agreed in writing. The legal successors of BAUER concept GmbH are also bound to the obligations from contracts which are made on the basis of these terms and conditions. If a stipulation which becomes ineffective is contained in these conditions then the remaining stipulations remain effective. The ineffective stipulation must be replaced by an effective one which is as close as possible to the economic purpose of the relevant wording.

Additional agreements do not exist.

Brunsbüttel, status 2009