

General Terms and Conditions



GENERAL

The respective latest version of the General Terms and Conditions are applicable to all services rendered by Germanischer Lloyd Certification GmbH (GLC). The conditions listed below are considered as having been recognized by client and as an integral part of the agreement concluded between client and GLC. Where contractual relations are established between GLC and any persons other than the client, the relevant rules for the certification of management systems and products as well as for the validation and verification of projects under the Clean Development Mechanism (CDM) and the provisions under "Liability" below will also apply to such third parties.

INSTRUCTIONS AND REGULATIONS

The kind and scope of services rendered by GLC are based on the contract concluded, the relevant instructions and statutory regulations applicable to the specific services. In particular, GLC carries out procedures for the certification of management systems in accordance with the respective latest edition of the "Instructions for the Certification of Management Systems" (Q060), and for the validation and verification of CDM projects in accordance with the regulations of the United Nations Framework Convention on climate change, if applicable.

RESERVATION CLAUSE

A confirmation given or certificate issued shall not release the client from his contractual obligations towards third parties. Certificates are issued by GLC subject to withdrawal at any time. The right of withdrawal may, for instance, be exercised in the event of adaptation of applicable international Rules to the state of the art or of the client failing to comply in due time with conditions or constructions issued by GLC.

AUDITORS / ASSESSORS

GLC undertakes to select the team of auditors / assessors in accordance with the generally applicable qualification criteria. GLC reserves the right to also entrust external auditors / assessors with the services rendered in addition to its own staff.

CONFIDENTIALITY

GLC and the client maintain confidentiality with respect to all documents and other kinds of information received in connection with the orders entrusted to them. Documents and information shall only be provided to third parties with the prior written consent of the other party. However, the aforesaid duty of confidentiality shall not apply to the extent there is a duty to disclose according to the applicable law or where disclosure is made to a person professionally bound by a duty of confidentiality. Further, the aforesaid duty of confidentiality shall not apply to the obligations GLC has towards international organisations or by law or arising out of international conventions. The duty of confidentiality shall survive the end of the contract between GLC and the client.

REMUNERATION

For services rendered by GLC fees are to be paid in accordance with the tariffs of GLC or on the base of the price quoted in the offer. In addition thereto, GLC will charge any extra expenses incurred in connection with the services rendered (e.g. travelling or other expenses and, where applicable, any value added / turnover tax).

Additional expenses, which are incurred, for instance, as a result of poor organisation on the part of the client or of repetition of audits and for which GLC is not responsible, will be charged separately at the respective current cost rates.

In the event a contract is terminated by the client prior to completion of the services it shall be presumed in accordance with § 649, 3rd sentence of the German Civil Code that GLC shall be entitled to at least 10% of the remuneration agreed in respect of those services which have not been provided.

PAYMENT OF INVOICES

The fees for all services rendered by GLC are due for payment without deduction 14 days after the date of the invoice. On default GLC is - without prejudice to any other rights - entitled to charge default interest, to withhold certificates and other documents and/or to suspend or revoke the validity of certificates.

Any rights of lien or retention in favour of the client, statutory or otherwise, are hereby excluded. Likewise excluded are any rights of set-off with counter-claims, unless such counter-claim is undisputed or finally adjudicated upon by the courts.

LIABILITY

Liability of GLC for defects as to quality shall in the context of a contract for work and services ("Werkvertrag") be limited to remedying such defects. In the event that this is unsuccessful, the client shall, in addition to his right as per § 637 of the German Civil Code, have the right to claim a reduction in the contractual price or to withdraw from the contract.

Claims of the client for defects as to quality shall become time-barred one year after acceptance by the client of the performance by GLC of its obligations, in so far as such defects shall not have been wrongfully concealed by GLC or caused by the wilful misconduct of GLC.

Furthermore, except in case of breach by GLC of a material contractual obligation, liability of GLC for slightly negligent performance of its obligations towards the client shall be limited to five times the remuneration of the individual obligation to which the breach relates. This limitation of liability shall also apply to claims for damages by the client based on the tort of negligence. In the event of a slightly negligent breach by GLC of one of its material contractual obligations, the liability of GLC shall be limited to typical contractual foreseeable damage.

In the event of wilful misconduct or gross negligence on the part of GLC, the liability of GLC shall be determined as provided for by law. This shall also apply to any case where GLC is strictly liable by law.

Personal liability of the organs of GLC or persons, to whom GLC resorts to perform its obligations, is excluded except in case of their wilful misconduct or gross negligence.

Managing Director: *Bernhard Ständer*

Germanischer Lloyd Certification GmbH, Sitz Hamburg, HR B 52078, Amtsgericht Hamburg

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The attention of the client is expressly drawn to the fact that it has the possibility of agreeing with GLC that the liability of GLC be extended beyond what is provided for in these General Terms and Conditions. However, such extension of liability is subject to the client demanding this of GLC, to the insurer of GLC accepting to take on such additional risk and to the client bearing any additional insurance cost associated with such increase in liability.

Claims for damages which are not claims for defects pursuant to the first paragraph hereof, with the exception of tortious claims and/or claims brought under the German law on product liability, shall be time-barred one year after acceptance by the client of the performance by GLC of the obligation in question, in so far as there was no wilful misconduct or fraudulent intent on the part of GLC.

The provisions of this liability clause above regarding limitation of liability and time bar shall not apply to claims for death, personal injury, damage to health or infringement of liberty.

PLACE OF PERFORMANCE – JURISDICTION – GOVERNING LAW

The place of performance for all obligations resulting from or in connection with the respective order from the client is Hamburg, unless otherwise provided in the order.

The exclusive place of jurisdiction for claims against GLC is Hamburg. GLC is entitled to sue the client before the courts in Hamburg or before any other competent court.

German law shall govern the performance of the order and all claims resulting from or in connection with the order.

SEVERABILITY CLAUSE

In the event that individual provisions of the contract between GLC and the client or of these General Terms and Conditions are or become partly or as a whole ineffective, this will not affect the effectiveness of the remaining terms.

In the event of doubts as to the interpretation of the present General Terms and Conditions, the German text will be authoritative.

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