

CADFEM GmbH

General Terms and Condition for Consulting according to Contract of Service (in German „Dienstvertrag“)

1 Time of delivery

The initial term of this contract (i.e. the number of hours/days for which the services shall be rendered) is agreed as stated in the contract. The contract will be extended automatically if CADFEM continues to render its services beyond this initial term with knowledge and approval of Customer. CADFEM may ask Customer for a confirmation of this in writing before continuing its services. CADFEM doesn't guarantee that the period of service estimated above is sufficient for the customer's purposes.

2 Obligations of CADFEM

CADFEM has to render the contractual services through the employee stated in the above schedule or another person of the same skills.

3 Payment

Customer has to pay a fee as stated in the contract. The fee consists in the costs for the consulting services (calculated on an hourly/daily basis) and in addition costs for traveling time and expenses, plus VAT. Payment is due at the end of each month, the latest at the termination of the contract on receipt of invoice without any discounts. CADFEM is entitled to request down payments of Customer at the beginning and during the term of the contract. CADFEM will have the right to charge Customer a default interest on the amount of any fees not paid when due at a rate equal to 8% per year above the German basic interest rate. CADFEM reserves the right to claim damages over and above that.

4 Liability

CADFEM is liable for damages caused intentionally or by gross negligence or by a negligent breach of material and essential duties under this contract. In case of ordinary negligence, CADFEM is liable only for foreseeable and typical damages. Parties agree that Customer's rights in respect of CADFEM's liability for negligence are subject to a limitation of three years from the termination of the contract; this does not apply to gross negligence by CADFEM.

The aforementioned limitations do not affect CADFEM's liability for death or personal injury, guaranties or the liability established under the German Product Liability Act.

The above stated liability provisions shall apply accordingly to any claims for indemnification for futile expenses.

5 Confidentiality

Both parties hereto agree that all data and documents disclosed by one party to the other party under this agreement may contain confidential information including trade secrets belonging to CADFEM. The passing on of such documents to third parties as well as the full or partial disclosure of any

such data is only permitted with prior written consent of the other party. Customer's right to disclose and pass on the results of the analysis project to third parties for technical purposes remains unaffected.

6 Duties of Cooperation

Customer has to provide CADFEM with all necessary information, data and documents. The accuracy of these data cannot be checked by CADFEM but is Customer's responsibility. In the event of any difficulties appearing during the term of contract, customer will notify CADFEM promptly. Customer acknowledges that inaccuracy of data (e.g. dimensions, forces, and material properties) provided by him may adversely affect the consulting services.

7 General provisions

Customer has no right to assign or otherwise transfer its rights or obligations hereunder except with the written consent of CADFEM. Customer has no right to offset against claims of CADFEM unless the counterclaim is res judicata or not contested.

The rights and duties of the parties shall be governed by German law, excluding the UN conventions on the International Sale of Goods.

Parties agree that the courts at CADFEM's seat (Amtsgericht Ebersberg, Landgericht München II) shall have exclusive jurisdiction.

Any amendments or changes to this agreement, including the appendices, are required to be in writing.

Should a provision of this agreement be or become invalid, the validity of any other provision of this agreement remains unaffected.

All regulations of this contract of service shall hold for all offices of CADFEM GmbH in Germany, CADFEM (Austria) GmbH in Austria, CADFEM (Suisse) AG in Suisse, CADFEM US, Inc. in SC, USA, and CADFEM Engineering Services India PVT Ltd. In India.

CADFEM GmbH

Date: 21.07.2011