

CADFEM GmbH

General terms and conditions for consulting service contracts

1 Date of delivery

The agreed date of delivery of the report is subject to the proper cooperation by Customer, see clause 7.

2 Payment

Customer has to pay a fee as stated in the contract. The fee consists in the costs for the analysis services (either a lump sum fee or a fee calculated on an hourly/daily basis) and in addition costs for travelling time and expenses, plus VAT. Payment is due after acceptance of the technical report and invoicing without any discounts. CADFEM is entitled to request down payments of Customer at the beginning and during the term of the contract. CADFEM reserves the right to claim damages over and above that.

3 Notification of defects

Customer has to examine the technical report without delay and has to notify CADFEM in writing of patent as well as latent defects which can be detected through the careful examination of the report, promptly, at the latest within two weeks of delivery of technical report.

Otherwise the report shall be regarded as approved by the Customer.

Duty of notification and consequences of breach thereof also apply to any defects which appear later.

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 faults are subject to a limitation of one year from the delivery and acceptance of the technical report; this clause does not apply, if CADFEM was aware or if the fault has been caused by gross negligence of CADFEM.

The aforementioned limitations do not affect CADFEM's liability for death or personal injury, guarantees 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 including the report provided by CADFEM 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. Customers right to disclose and pass on the technical report to

third parties for technical purposes remains unaffected.

6 Reservation of intellectual property rights

Without prejudice to existing copyrights of CADFEM, title to the report and accompanying documents as well as user rights shall not pass on to Customer until full payment has been received by CADFEM as agreed under the contract.

7 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 etc provided by him may adversely affect results of works.

8 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 (Amtgericht 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 consulting service contract 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