



Version:
V5 of January 25, 2006
Supersedes version:
V4 of August 13, 2004

General Terms and Conditions

I. Scope

1. Supplies and services by Consulting Services Hillermeier – hereinafter referred to as Consulting Services – are provided exclusively on the basis of the following General Terms and Conditions. If the customer places its order referring to its own General Terms and Conditions/Purchasing Conditions, the following General Terms and Conditions shall not be affected thereby.
2. Deviations from the following Terms and Conditions require the written form to become legally effective.

II. Quotation, Purchase Order, Scope of Supply

1. The quotations of Consulting Services are without engagement and not binding. An agreement between Consulting Services and the customer is effected upon receipt of the purchase order by Consulting Services.
2. A precondition for meeting the delivery times agreed by the parties shall be the timely provision of the documents required for the service by the customer.

III. Customer's Obligation to Assistance

1. The customer shall inform Consulting Services about special forms (translation on data carriers, number of copies, form, type of software etc.) at latest when placing the order.
2. Information and documents which are useful or necessary for the service shall be provided by the customer upon no specific request when placing the order (documents, glossaries, drawings, illustrations, technical terminology etc.).
3. The customer shall be responsible for faults resulting from the failure to comply with these obligations.
4. Subsequent modifications, amendments or complements of the original document through the customer after having placed the order shall be at the customer's expense.

IV. Delivery Time, Force Majeure

1. Consulting Services shall not be responsible for delays in delivery due to force majeure. This includes in particular fire, war, earthquakes, failure of communication networks, industrial disputes as well as governmental orders. In case of such an event, the delivery time is extended by a reasonable period of time as from the end of the obstruction.
2. If the obstruction lasts for more than one month, the customer is authorized to cancel the agreement with regard to the part of the service not yet performed, after having granted a reasonable period of time to Consulting Services in writing.

V. Prices

1. The indicated prices are in Euro plus the applicable value added tax.

VI. Terms of Payment

1. Invoices are to be paid within 30 days net, unless otherwise agreed upon. In case of delay in payment, default interest of 5% above the base lending rate will be charged.

VII. Liability

1. Our Consulting Services are performed with utmost care. Should the service however be faulty, Consulting Services will be granted the right to eliminate these faults at short notice.
2. Consulting Services shall only be liable for faults in the service, if they are due to gross negligence.
3. Consulting Services shall not be liable for damage or loss of submitted material except for original documents. The customer shall provide for sufficient backup of its documents and data.
4. The liability of Consulting Services shall under no circumstances exceed the agreed remuneration.

VIII. Data Protection, Data Security and Storage

1. Consulting Services points out that all data is stored in the scope of the service activities. All personal and proprietary information and data are however treated strictly confidential. Disclosure to third parties is excluded with the exception of sub-contracts.

IX. Subcontracting of Services

1. The subcontractor accepts all obligations which would arise from a contractual relationship with a customer in case of a direct order. The above shall include the non-disclosure of information to third parties, best quality, the agreed delivery time and the price. Payment is effected when the payment of the customer is received and if no rework is necessary.
2. In case of a fault, the subcontractor is directly liable vis-à-vis the customer. Consulting Services takes over the procurement of the service only.

X. Reservation of Title (Copyright)

1. Consulting Services reserves all rights of use to the Services until complete payment.
2. Consulting Services reserves the copyright to the service.

XI. Applicable Law and Place of Jurisdiction

1. German law shall apply to all legal relationships resulting from the utilisation of services of Consulting Services. Place of performance and place of jurisdiction shall be Wuppertal.

The above is a translation of the German original which shall prevail.

Wuppertal, January 25, 2006

Consulting Services
Hillermeier