

IBExU Institut für Sicherheitstechnik GmbH Associated institute of the TU Bergakademie Freiberg Fuchsmühlenweg 7 09599 Freiberg GERMANY	General terms and conditions for services provided by IBExU Institut für Sicherheitstechnik GmbH	Date: 20.03.2009 Page 1 of 2
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Validity of these conditions

These general terms and conditions apply to all our services. Extended contractual conditions apply to the certification of products and QA-systems in accordance with Directive 94/9/EC.

Subject to any different agreements in individual cases, contracts with IBExU shall only come into being in accordance with the following provisions. In placing the order, the customer declares that it is in agreement with our conditions. Conflicting or different conditions of the customer shall only be binding on us if IBExU has specifically accepted them in writing.

Conclusion of contracts

A contract has only been concluded when the customer accepts our offer unconditionally or the customer is sent our written order confirmation.

In order to be effective, changes, subsidiary agreements and additions to the contract must be confirmed in writing by IBExU.

IBExU is only obliged to provide the contractually specified service, which we shall provide in compliance with the generally accepted rules of technology and with the legal provisions. Our accredited experts and specialized workers are not subject to instructions when carrying out inspection and expert opinion assignments.

Carrying out orders and the client's obligation to cooperate

The client must inform us in full of all the facts relevant to the execution of our service (e.g. by means of technical documents, functional descriptions, safety data sheets).

If it is necessary for the customer to cooperate, it shall do so at its own expense. If the customer fails to fulfil its obligation to cooperate, does not fulfil it in good time or does not fulfil it in due form, IBExU is entitled to invoice the customer for the additional expenditure incurred as a result.

If IBExU operates outside its own business premises, it is incumbent upon the customer to carry out all measures necessary to fulfil the transport safety obligation.

IBExU shall not provide any compensation for damage to or destruction of items belonging to the customer as a consequence of our service being carried out appropriately. If our own equipment is damaged or destroyed as a consequence of our service and this is not our fault, IBExU is entitled to demand compensation from the client in appropriate application of Article 670 of the German Civil Code (BGB).

Transport and if required return transport of items belonging to the customer shall be at its own expense and risk.

Periods of time and deadlines

Periods of time and deadlines shall in all cases be considered to be approximate unless special agreements have been made in writing in an individual case. Periods of time only begin to run when the customer has provided all the cooperation that it is obliged to provide in full. Retrospective change requests by the customer, or cooperation that has been provided late by the customer shall extend the time limits for performance.

If the service which the IBExU is obliged to provide is delayed by unforeseeable circumstances which are not the fault of IBExU, IBExU is entitled to postpone delivery or performance of the service by the duration of the impediment. Compensation claims are excluded.

If IBExU falls behind with the provision of services for reasons which are the fault of IBExU alone or if it is impossible to provide the service for reasons which are the fault of IBExU, our obligation to provide compensation is limited to foreseeable damage or loss which typically arises. If the client defaults in acceptance or if it culpably infringes other cooperation obligations, we are entitled to demand compensation for the damage or loss we incur in this respect, including any additional expenditure. We reserve the right to make more wide-ranging claims.

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Acceptance of the service

Intellectual services are considered to be accepted if the customer does not make exclusively written objections in the written form within 60 days of receipt of the service. In the event of such a written objection, IBExU shall review the service. If an objection made by the customer proves to be unjustified, it shall pay the additional costs incurred.

Prices and payment

The prices specified by IBExU are definitive; the relevant statutory value added tax – in so far as it is incurred – is added to these prices. Invoices fall due for payment within 30 days of the invoice date.

IBExU reserves the right to request appropriate payments on account and advance payments and is entitled to issue monthly partial invoices or partial invoices according to work progress.

We reserve all rights and copyrights to all our services, including but not limited to expert opinions, inspection and consultancy services until the obligations to pay for our services have been fulfilled in full.

Warranty

Should IBExU have provided a defective service, the customer must provide IBExU with the opportunity to remedy the defect within an appropriate period. If it fails to remedy the defect, the customer has the right to withdraw or to reduce the agreed remuneration. However, the customer does not have the right to withdraw if the value or suitability of the service is only reduced negligibly.

We accept liability in accordance with the legal provisions if the client makes claims for compensation that are based on deliberate acts or gross negligence, including deliberate acts or gross negligence on the part of our representatives or vicarious agents. Unless we are accused of deliberate breach of contract, our liability for compensation is limited to foreseeable damage or loss which typically arises. The same applies if we culpably infringe an essential contractual obligation.

This does not affect liability for culpable injury to life, limb or health. Liability on our part is excluded unless a different arrangement has been made above.

The limitation period for claims arising from defects of all types is 12 months, calculated from the date of delivery of our work/item.

Liability

Any more wide-ranging liability for compensation than that envisaged in the “Warranty” section is excluded, regardless of the legal nature of the claim asserted. This applies in particular to compensation claims arising from fault at the time the contract was concluded, on the basis of other infringements of obligations or on the basis of tortious claims for compensation for damage to property in accordance with Article 823 BGB. If our liability for compensation is excluded or restricted, this also applies with respect to the personal liability for compensation of our employees, representatives and vicarious agents.

The customer is liable for all damage or loss caused to *IBExU* as a result of culpable infringement by the customer, its representatives, agents and assistants of the obligations incumbent on the customer.

Place of jurisdiction and applicable law

Each contractual relationship is subject exclusively to the law of the Federal Republic of Germany. The place of jurisdiction and place of performance for all the services that IBExU is obliged to perform on the basis of the contractual relationship is Freiberg, Saxony.

Final provisions

Should individual provisions of these general contractual conditions not be applicable for any reason, this does not affect the other provisions.