

ÖKOCONSULT - Umwelttechnik GmbH
Jean-Monnet-Straße 12,
54343 Föhren/GERMANY

Terms and conditions of business
for works and services
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§ 1

General/scope

(1)

ÖKOConsult - Umwelttechnik GmbH (referred to hereinafter as ÖKOConsult) operates in the field of planning, calls for proposals, monitoring, obtaining of permits in plant engineering in the broadest sense, engineering, research and development, CAD and design as well as consulting in the field of facilities for the production of renewable energy and environmental technology (as well as all related and associated activities, where permitted and where no special licence is required for exercising them).

(2)

These general terms and conditions for works and services of ÖKOConsult apply exclusively.

(3)

These general terms and conditions apply to all present and future business.

(4)

Differing, conflicting or additional terms and conditions of the client, even if known to ÖKOConsult, shall not be a part of the contract unless their validity is expressly agreed in writing.

(5)

The terms and conditions of ÖKOConsult apply even if ÖKOConsult provides the service to the client without reservation in awareness of the client's conflicting or deviating general terms and conditions.

§ 2

Offer/offer documents/scope of orders/rights to documents

(1)

ÖKOConsult acts on the basis of the offers transmitted by the client. Pricing is governed by § 6 of these General Terms and Conditions.

(2)

Offers from ÖKOConsult are not binding. They are considered to have been received within 2 days of posting.

(3)

The right to make technical changes and changes in shape, colour and/or weight shall be retained, within reason.

Compliance with technical data or other information/details from catalogues, pamphlets, brochures and other printed matter and presentations, parts lists and/or drawings/sketches etc. as well as correspondence with the information on the website will be confirmed only to the extent that express individual data, dimensions or details thereof are contained in the description/technical specifications of the offer.

(4)

If the order is to be treated as an offer in accordance with § 145 of the Civil Code (BGB), ÖKOConsult can accept this within 4 weeks.

Acceptance may be declared either in writing or by providing the service and notification of such, or by delivery of the goods to the client.

(5)

Obviously recognisable errors in the offer or written order confirmation entitle ÖKOConsult to withdraw from the contract, without prejudice to any other rights.

(6)

The contract is concluded if ÖKOConsult has done everything required of it, subject to contractually compliant and timely delivery by ÖKOConsult's suppliers. This only applies in the event of non-delivery not being the fault of ÖKOConsult, in particular in the event of a congruent covering transaction with ÖKOConsult's supplier.

If ÖKOConsult is nevertheless unable to perform, the client must be

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informed immediately about the non-availability of performance. Any reward from the client shall be refunded immediately.

(7)

Subject to other contractual arrangements, the client is forbidden, before payment in full, to use documents submitted. Moreover, the planning documents, information, images, drawings, sketches, models, samples, calculations, cost estimates, specifications, notes, programming documents, calculations, data storage media and other documents etc. provided by ÖKOConsult shall be used exclusively for the project. The client is not granted the right of "reproduction" in any form for other projects is not permitted to the client. This particularly applies to documents that are marked "Confidential". Disclosure to third parties shall be subject to the express written consent of ÖKOConsult.

Rights of use and disposal in all copyright-protected services are offered only in explicit agreement with ÖKOConsult and exclusively for the purposes of each contract concluded.

The above objects and their intellectual contents are to be kept strictly confidential by the client, if they are not generally known or become generally known through no fault of the client.

For items in which rights in favour of ÖKOConsult exist and/or which are protected as business/trade secrets, the client is only granted use as expressly permitted by ÖKOConsult, where certain uses are not also permitted to any third party.

The client undertakes to place its employees and/or other third parties who are engaged in the processing of the order, under the same obligations as are directly applicable to the client under these General Terms and Conditions.

(8)

ÖKOConsult and the client are each entitled to request in writing changes to the agreed scope of the contract. ÖKOConsult or the client, after receipt of a request for an amendment, shall verify the feasibility of such an amendment. The result of the test is communicated to the other contracting party in writing immediately. ÖKOConsult is entitled to charge the client for the expenditure incurred, if an amendment request demands comprehensive and intensive examination and additional work. The contractual adjustments required for such a review or for a change in the scope of delivery are set out in a supplementary agreement.

§ 3

Scope of services and delivery

(1)

The client is obliged, in his order, to state the individual specifications of each contract according to the individual manner of use stipulated taking into account all – including technical – relevant factors. This applies in particular also in connection with approvals planning.

If such specifications by the client are not provided or if they are incomplete, the general performance and/or product specifications of ÖKOConsult shall apply if appropriate in addition.

(2)

For the scope and content of the performance to be provided under the contract, express written confirmation of order by ÖKOConsult is authoritative. If it contains deviations from the contract, the deviations are considered to have been approved by the client if the latter does not dispute them in writing within 8 days of the date of issue of the order confirmation. Receipt by ÖKOConsult is the decisive factor regarding compliance with the deadline.

If the contract is concluded by acceptance of a temporary offer from ÖKOConsult, the content of the offer is authoritative regarding the scope of the order.

(3)

Binding agreements shall become effective only after joint signature of the parties on a document or any ancillary agreements, and/or amendments which are not included in the offer or the written order confirmation must be agreed separately between the parties in writing. These will also be charged for separately.

(4)

ÖKOConsult is permitted to instruct its own subcontractors and suppliers to meet contractual obligations. Within reason, these can be changed any time; information to the client is not required to this extent.

(5)

The right to make structural and/or design modifications and/or other changes, which are due to technical improvements and/or statutory requirements, is reserved during the order period, provided that the subject of the order or the agreed order is not substantially changed, and the changes are reasonable for the client.

(6)

Where ÖKOConsult is entrusted with the implementation of an official approval process, the contractually agreed performance, where nothing to the contrary is agreed in the order and/or the order confirmation, is the preparation, compilation and communication of the documents and records required for the process to the competent authority and the implementation of all the services also to be provided for the official procedure (information, negotiations, site inspections, etc.).

Where appeal proceedings under administrative law are to be undergone by the client in association with the approval applied for, ÖKOConsult shall assist the client in such administrative proceedings. This activity of ÖKOConsult is charged for separately, unless the parties have agreed otherwise.

§ 4

Execution of orders

(1)

The execution of orders is subject to the recognised codes of practice in force at the time of conclusion of the contract. For changes after conclusion of the contract, ÖKOConsult is entitled to charge any resulting additional expenditure after disbursement and notification to the client.

(2)

ÖKOConsult alone is entitled to give orders to its own employees.

(3)

ÖKOConsult is entitled to avail itself, for the purpose of the execution of orders, of the services of third parties. ÖKOConsult however shall always remain under direct obligation to the client. §3 Para. 4 sentence 2 shall apply as appropriate.

§ 5

Obligations/duty of cooperation of the client/responsibility of the client for its own documents

(1)

The client shall transfer to ÖKOConsult in good time before implementation of the order all information, advice, materials, documents, files etc. free of charge, and make these available to ÖKOConsult if required at its own expense.

(2)

Where ÖKOConsult works at the premises of the client, the client shall ensure for the employees of ÖKOConsult or for third parties commissioned by it within normal business hours and within the operational rules of access, also free of charge, access to all rooms, installations (hardware, software, networks, etc.) and related equipment necessary for the proper implementation of the order by ÖKOConsult. If necessary, the client must also ensure the free provision of viable workstations for the employees of ÖKOConsult or third parties engaged by it.

(3)

The client is required to immediately notify ÖKOConsult, from conclusion of the contract, of all the circumstances relevant to the performance of the service, particularly as regards special local characteristics, regulatory requirements and other circumstances essential for implementation of the order. Moreover, the client shall make available at short notice the documents relevant to the implementation of the contractual performance and any existing regulatory approvals and services which are not to be provided by ÖKOConsult, but which are necessary for the performance of the contract.

For parts of the contract, the specific planning and execution of which ÖKOConsult is not responsible, the client will keep available all the documents necessary for approval.

(4)

The client shall, moreover, participate in the required manner during execution of the order.

(5)

If the client does not fulfil the obligations incumbent on it under Para. 1 - 4 or does not fulfil them on time and if this leads to delays and/or additional expenses, the agreed timeframe is extended. ÖKOConsult is entitled to charge for any expenses arising.

(6)

The client shall appoint for ÖKOConsult a competent person as contact at the client.

(7)

Where ÖKOConsult receives project-specific documents from the client, ÖKOConsult is liable for the content of these documents in the course of performance still to be provided by ÖKOConsult only in the event of clear errors on the part of the client or intentional or grossly negligent conduct by ÖKOConsult.

§ 6

Prices/payment

(1)

The works and services shall be charged for at the price/fixed price named in the offer or on a time and material basis after completion or acceptance of the services if no other invoicing and payment arrangements have been agreed upon in the offer, order confirmation, or these General Terms and Conditions. In the case of works and services on a time and material basis, the amount of work hours and travel times shall be invoiced for at current hourly rates and materials used at prices applicable at the time of performance. Other expenses, in particular travel, subsistence and accommodation costs will be charged in addition. Where in the offer price estimates for works and services are quoted on a time or material basis, these are not binding.

(2)

Where planning services are subject to the provisions of the HAOI (fee structure for architects and engineers), these shall be considered to be binding for the appropriate contractual service.

(3)

Payments shall be made within 14 days of the invoice date.

If the client is in default of payment, ÖKOConsult is entitled to charge annual interest at the rate 8 percentage points above the base rate of the European Central Bank, but at least 12 per cent interest. Where higher losses due to delay in payment can be proven, ÖKOConsult is entitled to claim this. The client is entitled, for its part, to prove that the damages have been lower.

(4)

ÖKOConsult is authorised to request part payments at its discretion.

(5)

The client shall only be entitled to rights to offset payments or retention of payment if his counterclaims have been legally established, undisputed or recognised by ÖKOConsult. The client is only entitled to exercise its right to retain payment if its counterclaim is based on the same contractual relationship. ÖKOConsult is entitled to offset payments against the oldest outstanding debt, even in the event of conflicting repayment provisions of the client.

(6)

If, after conclusion of the contract, significant deterioration in the financial circumstances of the client should occur, or if ÖKOConsult becomes aware of a previous deterioration in financial circumstances after conclusion of the contract, giving rise to serious doubts as to the creditworthiness of the client, ÖKOConsult has the right to request advance payment or security, at its discretion. ÖKOConsult is entitled to withdraw from the contract, if the client does not follow this request.

(7)

The prices apply exclusively to delivery and performance within the Federal Republic of Germany. Any additional financial costs for international delivery which concern items not included in the written confirmation of order by ÖKOConsult, shall be borne by the client.

§ 7

Delivery period/delay in delivery

(1)

The beginning of the delivery period stipulated by ÖKOConsult is subject to clarification of all technical matters as well as timely and proper fulfilment of the obligations of the Client.

This includes in particular any documents to be procured or created by the client such as drawings, descriptions, approvals to be submitted by the client, clearances and the crediting of agreed down payments to the account of ÖKOConsult.

In the absence of these conditions, or if there are ambiguities due to the fault of the client, the delivery time as specified by ÖKOConsult is postponed until the hindrance is removed by the client.

(2)

The delivery deadline is met if the subject of the order has left the factory by the delivery date specified by ÖKOConsult, but no later than at the end of the calendar week following this date or, in the event of an obligation to collect, the client has been notified of readiness for dispatch by the end of the calendar week specified on the order confirmation.

(3)

The delivery period shall be extended on the occurrence of unforeseeable events for which ÖKOConsult is not responsible, where such hindrances can be proven to influence the production or delivery of the subject of the contract. This applies even if these circumstances occur at the premises of sub-contractors of ÖKOConsult.

This is particularly true of hindrances that arise in the context of labour disputes, strikes and lockouts.

ÖKOConsult shall not be held responsible for delays in delivery due to the aforementioned circumstances if they occur during an already existing delay. ÖKOConsult shall notify the client of the commencement and end of such hindrances as soon as possible.

(4)

ÖKOConsult shall only be in default with a delivery if the client has set a period of grace of 2 weeks in writing and ÖKOConsult has allowed this period to elapse without response.

(5)

Should ÖKOConsult fall into default with delivery, claims for compensation for delay in performance are ruled out irrespective of other rights of the client in the event of minor negligence.

§ 8

Cancellation costs

If the client withdraws from a placed order without justification, ÖKOConsult (if the client has been granted a reasonable period of grace for performance), without prejudice to entitlement to claim higher damages, can claim 15% of the value of the contract for the costs incurred in processing the contract and for lost profits.

The client remains entitled to produce evidence of lower damages. ÖKOConsult can invoice, moreover, for contractual services already rendered on furnishing evidence and in relation to the total value of the contract.

§ 9

Default in acceptance/delay in acceptance

(1)

If the client is in default of acceptance or if it infringes other cooperation obligations, ÖKOConsult is entitled to assert damages suffered by it, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the subject of the order is transferred to the client when the client falls into default of acceptance.

(2)

If the supply or delivery of the subject of the order is delayed at the request of the client, it shall be invoiced for the costs incurred due to storage on commencement of the month following notification of readiness for dispatch, by at least 0.5% of the invoice amount for each month commenced.

The client has the right to produce evidence of lower damages, ÖKOConsult has the right to prove greater damages.

(3)

Moreover ÖKOConsult is entitled, after a reasonable period has

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elapsed which has been communicated to the client, to withdraw from the contract or, after expiry of an appropriate period of which the client has been notified, otherwise to dispose of the supplied item and to supply the client by a reasonably extended deadline in accordance with the contract.

§ 10

Delivery of records/documents

ÖKOConsult may at its discretion invoice for postage and handling charges for sending records/documents. The mode of shipment shall be selected at the due discretion of ÖKOConsult.

§ 11

Place of performance

The place of performance is - unless otherwise agreed individually - is Föhren.

§ 12

Transfer of risk

(1)

Where no other agreement is made, the risk is transferred at the place of performance.

(2)

Transfer is considered to have taken place if the client is in default of acceptance.

(3)

The aforementioned clauses shall also apply to agreed partial deliveries/partial acceptances.

(4)

Where ÖKOConsult has assumed, by contractual agreement, shipping costs, delivery or installation of the subject of the contract, this shall not affect the above clauses on the transfer of risks.

(5)

If delivery of the subject of the contract is delayed due to circumstances for which the client is responsible, the risk is transferred to the client on the day of readiness for dispatch; However ÖKOConsult is required, at the request and expense of the client, to take out insurance as requested by the latter.

(6)

Delivered contractual goods, even if they have minor defects, shall be received by the client without prejudice to the rights under § 14.

(7)

Partial deliveries are permitted.

§ 13

Acceptance/partial acceptance

(1)

Partial acceptance is permitted.

(2)

Where ÖKOConsult is responsible for approvals planning, the contractual service to be provided by ÖKOConsult is considered to have been accepted by the client at the latest on the date of approval by the competent licensing authority.

(3)

Where ÖKOConsult is commissioned by the client with the creation of the tender documents for trades, the contractual performance of ÖKOConsult is considered to have been accepted within 20 days of the date of dispatch of the contractual documents provided that within that period no justified written objection from the client is received by ÖKOConsult.

(4)

Where ÖKOConsult is commissioned with the supervision of construction, the performance of ÖKOConsult is deemed to have been accepted if within 20 days of receipt of notification of ÖKOConsult regarding completion of the performance, no reasonable written objection from the client has been received by ÖKOConsult.

§ 14

Guarantees

(1)

Claims regarding material defects and defects of title shall expire 12 months from the transfer of risk. This does not apply if the law under §§ 438 Para. 1 No. 2, 479 Para. 1 or 634 a) Para. 1 No. 2 of the BGB stipulates longer mandatory periods.

(2)

Moreover the guarantee and liability of ÖKOConsult for remedy is limited to repair or replacement at the discretion of ÖKOConsult. In the event of elimination of defects, ÖKOConsult shall bear the necessary expenses provided that these do not increase because the subject of the contract is located at a place other than the place of performance.

The expenses of any additional improvement of the contractually owed performances legally and economically necessary in the context of supplementary performance by combining, mixing or processing, or any other repair shall not be compensated for by ÖKOConsult in the ratio of the payment for the product delivered to the selling price of the final product. This also applies to supplementary performance in the case of finished products without mixing, combining or processing having first taken place with other products or in the case of products in which further working or processing is carried out.

If subsequent performance fails, the client receives the right to withdraw from the contract. In the event of only minor non-conformance, particularly in the event of minor defects, the client shall have no right of withdrawal. The client's right to reduce the contract is ruled out. The right of withdrawal is excluded if only insignificant parts of the total contractual performance that can be replaced easily are flawed.

(3)

If the client chooses compensation for damages after a failed reworking, the subject of the contract remains with the client provided that this is reasonable for the latter.

(4)

The compensation for damages is limited to the difference between the agreed price and value of the defective contractual performance after provision of the defective service or if the service has been provided by a third party on behalf of ÖKOConsult, to the related service price less any expenses saved. This does not apply if ÖKOConsult has caused the breach of contract maliciously. In the event of the defectiveness of items created by combining, mixing or processing, as well as the further working or processing of a defective product, ÖKOConsult shall not provide compensation for the damages in the ratio of the payment for the product delivered to the contractually agreed price which would have been expected for the end product in the event of defective delivery.

(5)

The performance/product descriptions of ÖKOConsult are considered to be only quality descriptions. Public statements, recommendations or advertisements do not constitute contractual specifications.

Also the product descriptions of a subcontractor/manufacturer used by ÖKOConsult, are considered to be only quality descriptions. Public statements, recommendations or advertising of the subcontractor/manufacturer do not constitute contractual specifications.

(6)

If the client receives defective documents ÖKOConsult is only required to deliver flawless documents - including if they should contain installation instructions. Regarding installation instructions it is a prerequisite that the lack of installation instructions prevents proper installation.

No further claims shall be made.

(7)

The client can only claim damages for non-performance or withdraw from the contract if ÖKOConsult, despite formal notice, has neither reworked nor provided a replacement or if the replacement or repair is not reasonable to the client.

(8)

If the use of the subject of the contract or the contractual service should lead to the infringement of intellectual property rights or copyrights in Germany, ÖKOConsult shall procure for the client in

principle the right to further use or eliminate the infringement of rights in any other manner. These commitments are conclusive for property and copyright infringement subject to the provisions of § 16 (Limitations of Liability). They presuppose that the client will inform ÖKOConsult immediately of any alleged infringements and will support ÖKOConsult in the defence of such claims or enable the implementation of modification measures. Further preconditions are that ÖKOConsult reserves all defence measures, the deficiency of title is not due to an instruction of the client, and the infringement of rights has not been caused by the fact that the client has modified the subject of the contract/the contractual service without authorisation or has used it in a manner contrary to the contract.

(9)

Guarantee claims under Para. 1 are subject to the fact that the client notifies ÖKOConsult in writing of obvious defects within a period of two weeks from receipt of the goods and hidden defects within two weeks of discovery of the defect.

(10)

The client bears the burden of proof for the immediate notification of a defect. Likewise, the client bears the burden of proving that it has not taken any steps itself to remedy the defect.

(11)

The client is required to document both the deficiency as well as to document any resulting harm, notwithstanding the above provisions, in accordance with generally accepted technical standards.

(12)

The client shall not receive guarantees in the legal sense from ÖKOConsult.

Manufacturer guarantees from third parties shall remain unaffected.

(13)

Obvious errors, such as typographical errors, calculation errors, formal defects, etc., contained in a report, opinion or other professional statement by employees of ÖKOConsult may at any time be corrected by ÖKOConsult.

§ 15

Bunker silo installations

(1)

ÖKOConsult points out that currently no EU-approved and absolutely secure system exists on the market. Bunker silo installations are commissioned by the client itself from a subcontractor and are performed separately by that subcontractor as earthworks.

(2)

ÖKOConsult indicates that, in connection with the operation of bunker silo installations, "silage effluent" may leak out with the risk of the occurrence of water damage. The client expressly declares that it holds ÖKOConsult harmless from any third party claims arising from or in connection with the escape of silage effluent.

§ 16

Limitations of liability

(1)

The liability of ÖKOConsult is limited in the event of negligent breaches of duty to direct, average damages predictable and typical according to the type of product. This also applies to negligent breaches of obligation by employees, personnel, staff, colleagues, representatives and agents of ÖKOConsult.

In the case of negligent infringement of minor contractual obligations, liability is excluded.

(2)

Unless otherwise specified below, further claims by the client – on any legal grounds – shall be ruled out.

ÖKOConsult is therefore not liable for damages that are not directly incurred by the subject of the order itself, and in particular ÖKOConsult shall not be liable for loss of profit or damages to other assets of the client or a third party including for items which have occurred by combining, mixing, further working and/or processing.

(3)

The exemption from liability and limitation of liability in the preceding clauses (1) and (2) do not apply to damages arising from injury to life, limb or health, loss of life or in cases of deliberate intent or gross negligence. Exemption of liability does not apply also if ÖKOConsult infringes a commercially essential obligation (cardinal obligation) under the contract; In this case liability shall however be restricted in accordance with paragraph (1) to predictable, typical, direct average damage. Commercially essential obligations (cardinal obligations) are those compliance with which guarantees the achievement of the contractual purpose.

(4)

Where ÖKOConsult has breached a commercially essential contractual obligation, the obligation of ÖKOConsult to pay compensation in the case of material damages is restricted to the cover provided by the public liability insurance of ÖKOConsult where the underlying cause is not at least gross negligence. On request, ÖKOConsult shall enable inspection of the insurance policy.

Where the liability of ÖKOConsult is excluded or limited, this also applies to the personal liability of employees, staff, personnel, representatives and agents of ÖKOConsult.

(5)

ÖKOConsult shall not be liable if the client deviates, in its implementation, from planning provided by ÖKOConsult. Despite this, the client bears the burden of proof in this case with respect to its alleged deficiencies.

In particular, the liability of ÖKOConsult is ruled out where it is impossible that parts are used at the request of the client other than those specified/planned by ÖKOConsult. The client bears the burden of proving that such a deviation is not the cause of any defects in the delivered item.

(6)

ÖKOConsult is not liable for existing services not due under the contract, which are carried out by the client itself in connection with the contractual performance of ÖKOConsult. The burden of proof in this regard lies with the client.

§ 17

Retention of title

ÖKOConsult retains ownership of the subject of the contract until receipt of all payments from an ongoing business relationship. The client is prohibited from project-related exploitation or use prior to full payment. To this extent, the regulations under § 2 Para. 7 apply as appropriate.

In the event of conduct by the client which is contrary to the contract, ÖKOConsult is entitled, especially in the event of default on payment, to take back the subject of the contract. Taking back the subject of the contract does not constitute withdrawal from the contract, unless ÖKOConsult states this expressly in writing.

Seizure of the subject of the contract by ÖKOConsult always means withdrawal from the contract. ÖKOConsult is empowered to sell the subject of the contract after taking it back. The proceeds of sale are to be offset against the client's liabilities - less reasonable costs.

§ 18

Advertising/reference notes

(1)

The client agrees that ÖKOConsult should refer to the contractual services rendered in its product portfolio as a reference and, if appropriate, may advertise them with photographs or parts of the contractual services.

(2)

If ÖKOConsult provides planning and/or services, in particular in connection with the construction of a biogas installation or the structural planning of parts of such a facility and approval planning, at the request of ÖKOConsult, a manufacturer's mark/copyright mark may be affixed to the subject of the contract (installation, part of an installation, approval planning applications, etc.).

(3)

The client agrees that ÖKOConsult, after consultation with the client, may inform other clients of the planning work for marketing purposes or may inspect the subject of the contract. The client is free to make

reasonable objections against certain prospective claims.

§ 19

Confidentiality

(1)

The contracting parties are obliged during the term of the contract not to exploit, use or make available to third parties economic, technical and other information and knowledge provided by the respective other party in the course of the preparation and execution of orders.

(2)

The obligation under paragraph 1 shall not apply to information and knowledge which

- ÖKOConsult already knew of before the order was placed,

- ÖKOConsult legally received from third parties,

- was generally known when the order was issued,

- subsequently be generally known without breach of the obligation under paragraph 1.

(3)

The obligation in paragraph 1 shall apply to both parties for a further two years after completion of the order.

(4)

The client acknowledges the necessity of scientific presentations and publications by ÖKOConsult and will not unjustly refuse any required consent under paragraph 1.

§ 20

Data protection

The contracting partners shall process the personal data of the other contracting party only for contractually agreed purposes in compliance with the statutory provisions.

§ 21

Inventions

(1)

Inventions that are jointly made by employees of ÖKOConsult and the client during the execution of an order, and property rights granted for this purpose belong to both parties jointly.

(2)

Inventions that are made during the execution of a contract by employees of ÖKOConsult, and property rights granted for such belong to ÖKOConsult. Inventions that are made during the execution of an order by the client's employees, as well as property rights granted for such belong to the client.

(3)

The granting of licences in inventions within the meaning of paragraphs 1 and 2 and property rights granted for them shall be subject to separate written agreement.

§ 22

Work results

(1)

The transfer of ownership and rights of use in the results of work of any kind obtained within the scope of services agreed in the offer and announced to the client as documentation, reports, planning records, evaluations, drawings, programme materials, etc., shall require a separate written agreement. ÖKOConsult however reserves in any case a royalty-free and non-exclusive right to use such work results for the purposes of research and teaching.

(2)

ÖKOConsult is not responsible for determining whether technical documents delivered to it by the client or on its behalf infringe existing copyrights, trademarks or other rights of third parties. The client is solely responsible if, through the execution of its order the rights of third parties are infringed. The client shall exempt ÖKOConsult from any claims by third parties on account of such an infringement of rights, at its first demand. § 13 liability remains unaffected.

§ 23

Termination

(1)

The termination of contracts for good cause at any time.

(2)

In cases of termination, the client shall pay the agreed fees minus the pro rata fee for the agreed scope of performance, which was saved by the termination. In addition, ÖKOConsult has a right to payment for the service and expenses incurred in connection with the termination – including in the relationship between ÖKOConsult and third parties.

In any case, the client is required, in cases of termination, to pay 15% of the contract sum to ÖKOConsult. The client is entitled to prove that no damage or corresponding claim by ÖKOConsult is incurred or is not incurred in this amount.

ÖKOConsult is in turn also entitled to prove greater damages or claims.

(3)

If termination takes place for reasons for which ÖKOConsult is responsible, a claim for remuneration of ÖKOConsult for the services provided to date exists only insofar as these are useful to the client.

(4)

Termination always requires the written form.

§ 24

Issue of documents and objects, right of retention

(1)

The client, after finishing an order from ÖKOConsult, may demand the return of documents and objects it has been provided with. ÖKOConsult may refuse to surrender these until it is satisfied with respect to its claims under the agreement, where the withholding of individual documents and items according to circumstances would not be a violation of good faith in particular on account of the relative insignificance of the amounts due.

(2)

ÖKOConsult may make transcripts or copies of the documents it returns to the client.

§ 25

Special right of termination/embargo regulations/EU anti-terrorism regulations

(1)

Where conclusions of contracts between ÖKOConsult and the client or obligations of performance resulting for ÖKOConsult and obligations of payment for the client are an infringement of nationally and internationally binding rules (e.g. foreign trade regulations of the Federal Republic of Germany, export and embargo regulations of Seite 6 von 6the European Union, other countries, especially the United States of America, including EU counter-terrorism regulations), ÖKOConsult is entitled to terminate the contractual relationship extraordinarily and/or to withdraw from the contract.

(2)

The client shall not claim for damages in this particular case.

(3)

The client is obliged to make itself aware of corresponding legal regulations which make fulfilment of a contract impossible for ÖKOConsult.

§ 26

Final provisions

(1)

Contracts are concluded in writing. Additional agreements are only valid if they are confirmed in writing by ÖKOConsult.

(2)

The law of the Federal Republic of Germany shall apply. The provisions of the CISG do not apply.

(3)

For all legal disputes between ÖKOConsult and the client, the headquarters of ÖKOConsult in Föhren is the definitive venue.

“Only the German wording of the terms and conditions of business for works and services is legally binding”.

(4)

If any provision of the contract with the client including these general terms and conditions should prove to be invalid in whole or in part, this shall not affect the validity of the remaining provisions.

The wholly or partially invalid provision shall be replaced by a provision the economic effect of which shall be as close as possible to that of the invalid provision.