



GENERAL TERMS OF BUSINESS

OF THE FRITZ FELS GMBH FACHSPEDITION

Ein Unternehmen in der



*Metropolregion
Rhein-Neckar*

Ausgezeichneter Betrieb im Rahmen
des Projektes der Stadt Heidelberg



[2007]

GENERAL TERMS OF BUSINESS

1. Scope of Application

- 1.1 The following Terms of Business apply for all services rendered by Fritz Fels GmbH, Heidelberg. Separate rental and purchase agreements shall apply for equipment rental and sales.
- 1.2 The general terms of business of our contract partners shall solely apply if we have expressly, confirmed them in writing.
- 1.3 All of our services conform to provisions of the law unless otherwise provided hereinafter.
- 1.4 We are entitled to enlist the services of other companies for the sake of meeting our contractual obligations.

2. Supplementary Provisions

- 2.1 We execute forwarding contracts for all work based upon the respectively latest version of the German General Conditions for Forwarders (ADSp), regardless of whether these pertain to forwarding, freight, storage or other transactions common for the transportation business. Changes respectively in the ADSp 2003 compared to federal law regulations are highlighted by printing. You'll receive the complete file upon request or you can find it, for reading or downloading, on our web site <http://www.felssped.de>. The ADSp shall not apply to contracts with retail consumers.
- 2.2 Transportation of household effects and corresponding performances are based upon the latest version of the general terms of business in case of storage of household goods the latest version of the general terms of storage (ALB) shall apply.
- 2.3 The latest version of the General Terms of Business of the Federal Professional Association for Shipment of Heavy Goods and Crane Work (BSK) are deemed covenanted in the event that the subject matter of contract exclusively pertains to rendering crane work or shipment of heavy or large volume goods.
- 2.4 We render our services based solely upon the latest valid version of our General Terms of Business of the Fritz Fels GmbH. You can read said General Terms of Business at our web site <http://www.felssped.de> or they can be sent to you upon request.

3. Machine Assembly & Machine Cleaning

- 3.1 The following provisions shall apply for machine assemblies and machine cleaning that we perform, and that do not fall under the scope of application of the supplementary provisions pursuant to No.2.
- 3.2 The customer shall furnish us with electrical power, electricity for lighting, compressed air, oxygen and gases; water, appropriate containers for collecting liquids and other substances; oils, lubricants and other substances required or prescribed for starting up the machinery and appropriate, theft-proof physical rooms for protection from damaging influences of all kinds.
- 3.3 Upon termination of covenanted work or services, the customer, or his authorized agent, is required to confirm due and proper execution of work and/or acceptance of the machine, system, etc. by signing an appropriate performance record (work or assembly slip). The risk and care for proper operation and/or maintenance of the machine or system shall transfer to customer when acceptance has transpired. The machine or system is deemed as accepted on the date that our personnel departs in the event that the customer fails to confirm acceptance or fails to object to acceptance within three days after our personnel departs.

- 3.4 Claims to damages are excluded that exceed general warranty regulations and are not based on intent or gross negligence. This shall not apply for breach of essential contractual obligations. In this case, claims to damages are limited to typical, foreseeable damages. Liability for injury to the life, limb and health of persons shall remain unaffected.
- 3.5 We assume no liability for direct consequences of damages caused by defects or property damages as well as for genuine pecuniary damages. This shall not apply if the customer is a retail consumer.
- 3.6 Our liability is limited to EUR 1 million per damage claim.
- 3.7 The foregoing releases from, and limitations of, liability also apply for claims not under contract.
- 3.8 The foregoing releases from, and limitations of, liability do not apply if damage was caused by intent or gross negligence.

4. Customer's Obligations and Liability

- 4.1 The following obligations of the customer are deemed covenanted as a supplement regarding all of the services that we render.
- 4.2 The customer is obligated to keep available the goods that are to be handled in a condition that is appropriate for executing the order.
- 4.3 The customer is required to state the correct measurements, weights and special features of goods (e.g., center of gravity , type of material, etc.) in due time.
- 4.4 The customer obligated to disassemble and to secure movable parts of highly sensitive equipment in a manner that is professionally appropriate for forwarding.
- 4.5 The customer is required to obtain the appropriate approvals of owners for driving on third party property, non-public roads, lanes and yards. The customer is required to release the company from all claims of third parties that could arise from unauthorized utilization of third party real estate.
- 4.6 Moreover, the customer is responsible for seeing to it that the conditions of the ground, yard and other conditions at the work site and on access roads --- except for public roads, lanes, and yards --- permit due and safe execution of the work order. The customer is especially responsible that ground conditions at the work site and on access roads are compatible with the pressures being place upon the ground and other loads being placed upon them. Finally, the customer is responsible for providing all informa'tion regarding underground cable conduits, supply lines, other underground lines and empty spaces that could restrict the load-bearing capacity of the ground at the work site or on access roads. The customer is required to advise, unsolicited, on the location and presence of underground lines, conduits and other empty spaces. In the event that the customer fails to meet his above advisory obligation, then the customer shall bear liability for all damages arising therefrom, also including property damages and subsequent property damages to our vehicles, equipment, working equipment as well as pecuniary damages.
- Information and formal statements of third parties, which the customer uses to meet the above obligations incumbent upon him, apply as formal statements made by the customer himself.
- 4.7 We assume no liability for the load-bearing capacity of grounds, ramps and ground coverings as well as for soiling caused by execution of order in compliance with contract.
- 4.8 After placing an order, the customer may not issue or give instructions to personnel assigned by the company, without the company's consent, that diverge from the scope and type of contractual agreements or that contravene the purpose and intent of the contract.
- 4.9 In the event that the customer culpably violates his foregoing obligations, and especially his preparatory and collaboration obligations, then customer is liable vis-à-vis the company for all damages arising therefrom. The provisions of § 414, par. 2, German Commercial Code shall remain unaffected.

4.10 Contracts, which require approval or licensing by competent authorities for their execution, especially in accordance with § 18, par. 1, sentence 2.22, par. 2 and par. 4, § 29, par. 3, & § 46, German Road Traffic Regulations and § 70, Regulations Authorizing the Use of Vehicles for Road Traffic, shall be covenanted under the suspensive condition that any such approval or license is issued.

4.11 Unless otherwise expressly agreed, the customer shall pay the fees and costs of official expenses and all other costs arising from imposed official requirements and for police escort, as well as all capital outlays and other costs for safety measures ordered by official agencies.

4.12 With counterclaims a setoff or the assertion of the right of retention against claims of the user are only valid if the counterclaims are ascertained as indisputable or legally binding.

5. Applicable Law, Venue of Courts & Saving Clause

5.1 The Laws of the Federal Republic of Germany apply.

5.2 Our company's respective registered office shall apply as exclusive venue for courts unless opposed by cogent legal provisions or unless otherwise provided under the supplementary, applicable provisions of No. 2.

5.3 If a portion of these Terms of Business should be void for any reason whatsoever, then this shall not affect the validity of the remaining provisions.

6. Registered Office:

Fritz Fels GmbH Fachspedition

Hardtstr. 108

69124 Heidelberg



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