

General Terms and Conditions of QAVERtec GmbH

1. General

1.1. Our services shall only be performed under the following terms and conditions. Terms and conditions of the ordering party shall not obligate us, even if they have not been explicitly rejected.

1.2. For the implementation and processing of the business relationships, we process and store the relevant data within the context of the valid data protection regulations and insofar as this is necessary. The data shall not be used for other purposes.

2. Offer

2.1. Our offers are subject to confirmation. The order shall only be regarded as accepted, if it has been confirmed by us in writing, whereas the text form pursuant to § 126 b) BGB [German Civil Code] is sufficient for adherence to the written form. For the scope of the delivery, our written order confirmation is relevant. Side agreements and changes shall require our written confirmation.

2.2. We shall reserve the ownership rights and copyrights to illustrations, drawings, cost estimates and other documents, as well as samples; they may not be duplicated and made accessible to third parties, unless we explicitly consent in writing.

2.3. Engineering design changes shall remain reserved.

3. Order confirmations

3.1. All agreements regarding the mode of payment, delivery terms and conditions, delivery times and cash discounts shall be explicitly agreed with the customer and shall only be valid with the receipt of the written order confirmation to the ordering party.

3.2. The ordering party undertakes to examine the order confirmation in detail with the aforementioned points.

3.3. Any complaint about the order confirmation must take place in writing by no later than 7 days after receipt.

3.4. Our prices are stated exclusive of statutory value-added tax in the valid amount on the day of invoicing.

4. Delivery time

4.1. The delivery time shall begin with the dispatch of the order confirmation, however, not before we have all of the documents, approvals and releases available to us, which must be obtained by the ordering party. The delivery time is met, if we have notified readiness for delivery by the time it expires or the delivery item has left our factory.

4.2. The delivery time shall be extended adequately in the event of measures within the context of labour disputes, particularly strikes and lockouts, as well as the occurrence of unforeseen events, which lie beyond our will, provided that such obstacles have verifiably had an effect on the completion or delivery of the delivery item. This shall also apply, if these circumstances have occurred with our upstream suppliers. The mentioned obstacles are also not our responsibility, if they occur during an existing delivery delay. The mentioned obstacles shall be immediately notified to the ordering party, if applicable.

4.3. If the ordering party incurs a loss due to a delay, which has occurred as a result of our fault, he shall be entitled to demand default compensation, subject to the exclusion of further claims. For each full week, it shall amount to 0.5%, however, no more than a maximum of 5% of the value of the part of our services, which could not be used on time or not in accordance with the contract, as a result of the delay. This shall not apply in the event that malice or gross negligence, culpable breach of a significant contractual duty can be proven against us or if we are subject to compulsory liability in the event of injury to life, limb or health. A change to the burden of proof is not associated with this. The supplier shall remain free to prove that a loss was not incurred at all or is significantly less than the flat-rate.

4.4. If the ordering party sets a grace period for us to perform our services, after we have already entered into default, and this expires fruitlessly, the ordering party undertakes to declare within an adequate time limit, at our request, whether he will demand supplementary performance, withdraw from the contract and/or demand compensation in place of performance, if the preconditions exist. However, the ordering party shall only be entitled to compensation claims, if we are guilty of malice or gross negligence, a significant breach of duty or culpable breach of a significant contractual duty or if we are subject to compulsory liability in the event of injury to life, limb or health. In the event of culpable breach of a significant contractual duty, we shall only be liable for compensation of the typical, contractual, reasonably foreseeable loss.

4.5. Adherence to the delivery time limits shall require the ordering party's fulfilment of contractual duties.

4.6. If the shipping is delayed at the ordering party's request, we shall invoice him for the storage costs, starting one month after notification of readiness for delivery and with storage in our factory, 0.5% of the invoice amount for each

month. If we set an adequate grace period for the ordering party, we shall be entitled to dispose otherwise of the delivery item after its expiry and deliver to the ordering party with an appropriately extended time limit. The contracting parties shall remain free to prove and assert higher or lower storage costs.

4.7. If the ordering party is in default with the acceptance of the ordered goods, after the expiry of another adequate grace period, we shall be entitled to withdraw from the contract and demand compensation in the amount of 15% of the order value. We reserve the right to assert a higher loss. The ordering party shall remain free to prove a lower loss.

5. Transfer of risk

5.1. The risk shall transfer to the ordering party by no later than dispatch of the delivery items/handover to a freight forwarder, even if partial deliveries take place or we have also taken on other services, e.g. shipping costs or transport and setup. Upon request by the ordering party and at his expense, we shall insure the delivery item.

5.2. If the shipping is delayed for reasons that the ordering party is responsible for, the risk shall transfer to the ordering party from the time of readiness for delivery, however, we shall undertake to arrange the insurance at the request and expense of the ordering party.

5.3. Partial deliveries are admissible.

6. Reservation of title

6.1. Until full payment of the product(s) from our company and/or until full payment of the products through leasing, financing or hire-purchase models, we shall reserve the following security for ourselves:

6.2. The delivery item shall remain our property until settlement of all of the ordering party's liabilities from the business transactions.

6.3. The ordering party shall neither be permitted to pledge the delivery item nor assign it as security. In the event of a lien or confiscation or other disposals by third parties, he shall notify us immediately. The ordering party shall bear the costs of interventions.

6.4. We shall be entitled to demand the release of goods subject to reservation of title, if the ordering party does not fulfil his payment obligations, either in spite of a specific time based on the calendar or after setting a grace period. The demand for release shall simultaneously constitute withdrawal from the contract.

7. Training in initialisations

7.1. Training sessions for the personnel, which become necessary for the use of our products, shall be remunerated separately, if not agreed otherwise. If the training or initialisation should be delayed without it being our fault, the ordering party shall bear all costs for the waiting period and additionally required travel.

8. Liability

8.1. The Qavertec products are exclusively intended as tools for determining and checking physical properties of wet concrete goods.

8.2. We shall not assume any liability for losses due to faulty measurements, misinterpretation of measurement results or any resulting changes in the ordering party's production process.

This shall not apply to indispensable claims under the product liability law, in cases of malice or gross negligence, due to injury to life, limb or health or culpable breach of a significant contractual duty. However, in the event of culpable breach of a significant contractual duty we shall only be liable for the typical, contractual, foreseeable loss, provided that malice or gross negligence or injury to life, limb or health do not exist. A change to the burden of proof, to the disadvantage of the ordering party, is not associated with the provisions of Clause 8.

For further claims, our compensation duty in the event of slight negligence shall be limited to the compensation from our liability insurance. This shall also apply to the personal liability of our salaried staff, wage-earners, employees, representatives and legal agents. We are prepared to grant the ordering party access to our policy.

9. Place of performance and legal venue

9.1. The place of performance for all duties arising from the contractual relationship is our registered office.

9.2. The law of the Federal Republic of Germany shall exclusively apply to the mutual legal relationships, subject to the exclusion of international sales law. Qavertec GmbH, Heideland 20, D-24943 Flensburg, Tel.: +49 (0) 461 7071784-0, Fax: +49 (0) 461 70717840-5, www.qavertec.com, info@qavertec.com

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