

1. General

These General Terms and Conditions (the "General Terms and Conditions") of TUV Rheinland UK Ltd, in the following referred to as : "TUV" shall apply to all agreed services including advise, guidance, auditing, inspection, testing, consultation, information, deliveries, certification follow-up and the like, and to auxiliary services and other subsidiary contractual obligations and/or other services provided by TUV for all business transactions between the parties hereto ("TUV's Services") during the term of the Agreement for the Procurement of TÜV UK Services and/or Certificates (this "Agreement"). No general terms and conditions of the client shall form part of any contract or order between TUV and the client even if they are not further repudiated by TUV.

The client, when placing or confirming an order with TUV, accepting an offer from TUV, or accepting a delivery of services from TUV, recognizes that these Terms and Conditions shall apply to all his/her business relations with TUV. The Terms and Conditions shall also be applicable to all TUV's Services to be performed under or in connection with any contract or order concluded by the parties after the execution of this Agreement.

2. Offers

Offers made by TUV, particularly with regard to scope, implementation, prices and time limits, shall remain conditional and shall not be binding on TUV until the execution of this Agreement and TUV's written confirmation of its acceptance of the client's order (an "Contract"), regardless of whether the client's order is made based on TUV's previous offer or not.

3. Invoicing and Terms of Payment

3.1 If no fixed price was agreed upon in advance for an Contract in question, tests, appraisals, evaluation of external test report for certification, audits, information with regard to standards and statutory requirements or other services will be charged at cost incurred. The cost incurred is to be calculated based on the hourly rate of the employee assigned to render such services and the time of this employee spent on rendering such services. The costs charged for traveling time are calculated in the same way and at the same rate as that of the employee for rendering such services. If services are charged based on time required, the total time spent by all employees for such services would be charged.

3.2 In addition to the foregoing fees, when participating in TÜV Rheinland certification systems

for the issuance of a certificate or license, additional fees for certification services as well as fees for licenses and storage will be billed.

3.3 If, upon the client's request, services are rendered outside the normal working time, TUV is allowed to demand a surcharge on the applicable hourly rate or the fixed price, whichever is applicable. If the client wishes to have the services rendered at short notice, (e.g. testing has to be carried out within a period of time that is considerably shorter than the period stated in the relevant Contract and expressly confirmed by TUV), a special appointment surcharge of 50% will be added based on the applicable hourly rate or the fixed price, whichever is applicable.

3.4 The prices quoted do not include value-added tax. Value-added tax will be charged in accordance with the currently applicable legal provisions and shown separately on the invoice.

3.5 As a rule, traveling expenses and other material and additional costs (subcontracts) associated with a Contract, cost incurred for the use of special laboratories or special measuring equipment (use of equipment cost) plus miscellaneous costs (e.g. photographic work, disposal of test samples (hazardous waste), packaging, shipping and customs duties) will be payable plus a 20% flat rate as administrative expenses. Traveling and subsistence expenses incurred in connection with services rendered in the field will be charged at cost or at a flat rate on a pro rata basis, whichever is applicable. Traveling and subsistence expenses consist of accommodation, meals, transportation expenses (plane/rail ticket or others) and any other costs incurred as a result of performing the work.

3.6 Invoices will be made out reflecting the progress of the work. TUV will invoice all EU clients 30% of the value of the project on receipt of a purchase order. This will be in the form of a pro-forma invoice for immediate payment for new clients and those without an agreed credit account. In this case work will not commence until payment has been received. Clients with an agreed credit account will be expected to make payment within 30days. Non-EU clients will receive a 50% pro-forma invoice. No detailed statement of services rendered will be provided with the invoice if fixed prices were agreed upon. All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts will be granted on invoices. If the account of TUV as specified on the invoice is not credited with the invoice amount within thirty days from the date of invoice, we understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment

legislation if we are not paid according to agreed credit terms.

N.B. In the UK we are entitled to charge 8% above the base rate (in Europe 7%) plus up to £100 in compensation. This is set out in UK law "Late Payment of Commercial Debts Regulations 2002" and EU Directive 2000/35/EC.

Only legally established or undisputed claims of the client may be offset against claims by TUV.

Payment shall be made to the bank account of TUV as indicated on the invoice, stating the invoice and client numbers. Objections to the invoices of TUV shall be submitted in writing within two weeks from receipt of the invoice.

In the event that a debt remains unpaid and there is no dispute over the payment, the client will be deemed in default of payment. In this case TUV will take the necessary measures to recover the outstanding debt.

3.7 If a Contract is cancelled more than 7 days after receipt of a purchase order and prior to commencement of testing, TUV is entitled to demand from the client a cancellation fee up to ten percent of the Contract price, but not more than GBP 500-.

3.8 In the event that a project is dormant for a period of 4 months due to non-delivery of materials or information from the client, TUV reserve the right to terminate the project and invoice the client for all costs incurred to date. The project may subsequently be re-opened subject to a review of costs, issue of a new quotation and receipt of a new purchase order where appropriate.

3.9 To be effective, any agreement between the parties hereto which deviates from these Invoicing and Terms of Payment must be in a written form.

No extension to payment terms or other settlements of debt shall be allowed without specific authorization by the General Manager of TUV.

3.10 If the Customer fails to pay any amount due, TUV may, without notice to the Customer, suspend all services provided under the agreement with the Customer.

3.11 Annual certification maintenance fees will be charged to Customers who hold certifications, based on the number of products and types of certifications. Annual maintenance fees are charged and invoiced separately from other fees.

4. Performance Times and Deadlines

The performance times and deadlines agreed in any Contract are only estimates of the extent of the work based on particulars supplied by the client. They shall be binding on TUV only if TUV has

expressed its written confirmation that they are binding.

5. Provision of Product Samples.

Customer shall provide TUV or the TUV Affiliates with appropriate product samples required for the testing and/or certification process. Such samples shall be provided at such locations as may be indicated to the Customer from time to time, at the sole cost of Customer, including shipping and handling. TUV or the TUV Affiliates shall not be responsible for damage to or loss of product samples while in transit or during the performance of the services under this agreement.

6. Disposal of Product Samples.

Customer agrees that product samples submitted for testing and/or certification may be destroyed or damaged during the testing and/or certification process. Unless otherwise instructed by the Customer or if otherwise required by the applicable certification standards or in TUV's Testing and Certification Regulations, TUV shall retain all product samples, damaged or not, for a period of thirty (30) days after the conclusion of the testing and/or certification process. Unless, before the end of said thirty (30) day period, TUV receives instructions from the Customer that the Customer wishes to reclaim the product samples, TUV shall be free to dispose of such product samples in any manner it deems appropriate. All costs associated with the safe and proper disposal of hazardous materials shall be borne solely by the Customer. All shipping and handling costs associated with the return of product samples to the Customer, shall be borne solely by the Customer.

7. Cooperation

The client shall guarantee that all cooperation required of him, his agents or third parties will be provided in good time, in a timely manner, and at no cost to TUV.

Design documents, supplies, auxiliary staff, etc. necessary for cooperation with TUV in the performance of the services shall be made available free of charge by the client. Moreover, the co-operative acts of the client, his agents, staffs or any other third parties must comply with the legal provisions, standards, safety regulations and accident prevention rules applicable in each case.

The client shall bear any additional costs incurred on account of work having to be redone or being delayed as a result of tardy, incorrect or incomplete information or lack of proper co-operation. Even

where a fixed or maximum price is agreed, TUV shall be entitled to charge extra fees for such additional costs and expenses.

8. Confidentiality

TUV and its employees are bound not to disclose any facts which come to their knowledge as a result of performing a Contract. Written documents, drawings, plans, etc. made available to TUV and relevant to the execution of the order may be copied (photocopied) for the record of TUV.

9. Copyrights

All copyrights to expert reports, test results, calculations, descriptions etc. produced by TUV or its affiliates, regardless of being issued independently by TUV or its affiliate, or jointly by TUV and/or its affiliate and any other persons, in connection with a Contract, shall remain with TUV. Expert reports, test results, calculations, descriptions etc. produced in connection with a Contract may be used by the client only for agreed and intended purposes under the relevant Contract.

10. Use of Certification Marks.

10.1 TUV or the appropriate affiliate of TUV will determine that the relevant certification standards have been met. TUV or the affiliate of TUV will authorize the use of the appropriate certification mark and, if applicable, the certification will be entered in the appropriate list or register.

10.2 Certification marks may be used by Customers in strict compliance with the relevant standards issued by TUV, the TUV Affiliates or any other certification body, unless and until expressly authorized in writing by TUV or the TUV Affiliates and then only in the form and manner specified.

10.3 Customer's failure to use the certification marks in strict compliance with the relevant regulations issued by TUV Rheinland or any other certification body, **or Customer's failure to pay fees due to TUV**, may result in the cancellation without notice of the certification(s) issued by TUV or the TUV Affiliates or any other certification body. In addition, in the event of an infringement of the certification marks by Customer, Customer agrees that TUV and affiliates of TUV are entitled to seek injunctive relief, without the requirement to post a bond, to protect their rights in the certification marks.

11. Inspections and Production Controls.

Customer shall insure that products receiving certifications are manufactured in conformity with the applicable standards and requirements pertaining thereto. Customer's compliance with this requirement may, in appropriate cases, be established by TUV, the TUV Affiliates or their representatives, by means of inspections of the manufacturing facilities of the Customer, in accordance with established procedures or as otherwise determined by TUV or the TUV Affiliates. TUV, the TUV Affiliates or their representatives shall be granted free access to such facilities of the Customer as engage in the manufacture, distribution or servicing of the products, as well as to all relevant production processes, as is required to establish that the Customer is in compliance with the applicable standards. All costs of such inspections shall be borne by the Customer.

12. Acceptance of Services.

Reports and work product generated by TUV or the TUV Affiliates shall be examined by the Customer within five (5) business days beginning on the date of delivery to the Customer. The date of transmission of any notice by TUV shall be deemed to be the date of such notice. The Services and TUV's work products shall be deemed to be accepted unless a written notice describing the deficiency is received by TUV within the applicable time period set forth above. Any part of the services ordered by the Customer which is complete in itself may be presented by TUV or the TUV Affiliates for acceptance as an installment.

13. Warranty and Limitation of Liability.

13.1 TUV warrants that all services performed by TUV shall be performed in accordance with the applicable testing and certification standards and in a workmanlike manner by qualified personnel. TUV shall not be liable under any circumstances to Customer or any other person if: (a) the Services or work products prepared in connection with the Services are not used for the intended purpose; (b) any report prepared by TUV was subsequently modified without TUV's written consent or (c) the Customer shall not have disclosed to TUV all material facts known to the Customer with respect to object of the services.

13.2 Except for the warranties set forth herein, TUV makes no other warranties, either express or implied, with respect to the services by TUV or any of its agents, subsidiaries, affiliates or

subcontractors. Any and all warranties, including without any limitation, warranties of merchantability or fitness for a particular purpose are expressly excluded and declined.

13.3 Customer may not bring any action arising out of or in connection with any transaction covered by these terms unless such action is commenced within six months after the cause of action has accrued.

13.4 The liability of TUV and the TUV affiliates, their employees, agents, managerial staff and constituent bodies, for all damages in connection with the provision of the services shall in all events be limited to a total of one million pounds (£1,500,000) for personal injury and damage to property, unless such damages were caused intentionally or as the result of gross negligence. The liability of TUV and the TUV affiliates hereunder is expressly limited to direct damages incurred with respect to the services by TUV. In no event shall TUV be liable to any person for any indirect special, exemplary, punitive, incidental or consequential damages including but not limited to loss of profits or goodwill, or additional expenses incurred, whether pursuant to a claim in contract, tort or otherwise and whether in an action for breach of warranty or otherwise.

14. Indemnification

Customer shall indemnify and hold harmless TUV and TUV's officers, directors, employees, affiliates, suppliers and agents (each a "TUV Indemnified Person") against any losses, claims, damages, liabilities, penalties, actions, proceedings or judgments of any kind whatsoever (including all reasonable legal and attorneys fees and expenses) to which a TUV Indemnified Person may become subject out of claims by anyone including but not limited to Customer's customers or any third party related to or arising out of any breach by Customer of any provision of the Service Agreement, these Terms or the Certification and Testing Regulations; any misrepresentation in, or breach of, any of Distributor's representations and warranties contained in the Service Agreement; any activities or performance by the Customer related to the Services Agreement, other than as expressly authorized in such Service Agreement

15. Other Provisions

15.1 The contractual relationship shall be governed by the laws of the United Kingdom. The place of performance shall be the place where the agreed services are to be performed, or otherwise the

registered office of TUV in UK.

15.2 Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement. In order to be effective, subsidiary oral agreements must be confirmed in writing by the parties here to.

15.3 Any amendments and/or additions to this Agreement or a Contract including an amendment to this written clause must be in writing and agreed by the parties hereto in order to be effective.

15.4 The General Terms and Conditions are effective as of 1st June 2008. The previous terms and conditions, if any, shall cease to have validity as of that date.

16. Revisions.

TUV may change, revise, amend or modify these Terms from time to time. TUV shall provide Customers with written notice of any such changes, revisions, amendments or modifications, provided, however, that any such changes, revisions, amendments or modifications shall become effective without any further action by any party and that they shall not apply to any orders placed and accepted prior to the effective date of such changes, revisions, amendments or modifications.

17. Escape Clause

Should provisions of this Agreement (including the General Terms and Conditions), or any provision which may in future be included in this Agreement, be wholly or partly deemed invalid, illegal or unenforceable, or subsequently become invalid, illegal or unenforceable, all other terms and provisions or unaffected parts thereof or any other part thereof shall remain valid and enforceable. The same shall apply should it become apparent that this Agreement fails to cover any specific situation. In replacement of the invalid, illegal or unenforceable provision, or in order to resolve matters not specifically stipulated under this Agreement, the parties shall agree on an appropriate provision which shall, as far as is legally possible, be as close as possible to the one which the contracting parties would have wanted or must reasonably be supposed, according to the meaning and purpose of this Agreement, to have wanted, had they considered the matter when concluding this Agreement or when subsequently adopting a provision.

As of 14th May 2010