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General Business Terms of the Company QSW Quality Service Welzbacher GmbH.

General remarks

QSW Quality Service Welzbacher GmbH. is to be understood as a company, according to § 631 of the Civil Code. For all services rendered by QSW Quality Service Welzbacher GmbH., including those from future transactions, the General Business Terms listed below apply. In the following, the company „QSW Quality Service Welzbacher GmbH.“ is referred to as QSW.

§ 1 Validity scope

These General Business Terms of QSW are valid exclusively. Any deviant terms of the beneficiary have no validity.

§ 2 Contract realisation

The contract comes about after the order only through the explicit confirmation by QSW or through the execution of the transmitted works by QSW. The compensations agreed upon for every concrete case are applied. In the absence of an explicit agreement for a particular case, the latest usual terms between the business partners are in force. Otherwise, the usual compensation for QSW works remains in force.

§ 3 Delivery delays

QSW undertakes to perform the assigned works on schedule and according to the contract agreement. The employees to be used shall be exclusively selected by QSW. QSW is not liable for delays that escape its range of influence. These delays are moreover regarded as complete working times, which shall be compensated according to the agreed QSW hourly rates. For delivery delays due to force majeure, the duty of replacement is excluded.

§ 4 Payment terms

As far as no fixed price is agreed upon, all services shall be invoiced depending on the incurred expenditure (materials, working time, transport costs etc.) according to the latest price list. The invoicing shall be performed based upon the hourly records of QSW.


The amount invoiced is due upon receipt of the invoice and shall be paid within 14 days without deductions.

The claims of the beneficiary justify an offsetting only if these claims are beyond dispute or legally binding.

§ 5 Guarantee/ liability/ prescription

Should the services contain faults, QSW is primarily entitled to rectify them. The beneficiary shall describe potential faults as detailed as possible. The rework also requires the collaboration of the beneficiary 3. The beneficiary shall provide the necessary prerequisites for the performance of the services. The beneficiary should especially make sure that the QSW employees are granted access to its premises in order to perform the works. Should the beneficiary not fulfil this obligation and should the works not be executed due to this

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reason, the beneficiary must reimburse QSW the incurred expenditure, especially working times and transport costs, according to the latest price list.

The legal liability for damage as a result of life, bodily or health endangerment remains in force. For damage resulted from the deliberate violation of an essential contract obligation, the liability of QSW is limited to the contract specific, predictable damage.

Furthermore, QSW provides compensation irrespective of the legal basis (for instance guarantee, non-fulfilment, impossibility, delay, encumbrance of debts upon signing the contract, violation of secondary obligations or forbidden action) only in case of premeditation and blatant negligence.

§ 6 Data protection

QSW undertakes not to disclose to third parties any business information encountered during its activity for the beneficiary, regarding the client, his employees and business partners and not to use these to other purposes than towards the fulfilment of all contract services for the client. Third parties are also QSW employees who are not involved in services for the client.

These regulations remain in force after the contract termination.

The business documents of the client are to be returned completely and unsolicited upon mandate completion. QSW and its employees are bound no to disclose, grant access or otherwise use any confidential, staff-related data.

These obligations shall remain in force even after the completion of the activity within the scope of the present contract.

§ 7 Place of jurisdiction/ applicable law/ saving clause

For all disputes resulted from or in connection with the legal relationship between QSW and the client, the place of jurisdiction is Aschaffenburg.

For all legal relationships between the client and QSW, the law of the German Federal Republic shall be exclusively applied.

If any provision of these Terms is or becomes invalid, unenforceable or incomplete, the validity of the remaining provisions shall not be affected. Instead of the invalid, unenforceable or missing provision, a provision shall be taken into consideration, which would have been agreed upon reasonably by the parties, if they had been aware of the invalidity, unenforceability or omission.

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