

General Terms and Conditions

1. General Performance of Security Services

- 1.1 The written security services policies and procedures agreed upon between Customer and Contractor shall have exclusive application for the performance of the security services; the security guards of Contractor have no power or authority of representation or receipt.
- 1.2 Insofar as unforeseen emergencies make the performance of vehicle radio patrols necessary, the agreed foot patrols and controls can be temporarily refrained from.
- 1.3 With the performance of the security services, a suitable room shall be made available as a permanent waiting room for the security guards in the property to be guarded with required facilities and the necessary lighting, heat and telephone.
- 1.4 Objections of every kind shall be notified to the management of Contractor in writing without undue delay.

2. Contract Term

- 2.1 The Security Services Contract shall have a term of one year insofar as not otherwise agreed in writing. If the Contract is not terminated in writing three months prior to its expiration date, its term shall be automatically extended by respective one year periods.

3. Interruption of Services

- 3.1 In cases of war or strike, unrest and other cases of force majeure, Contractor can interrupt the performance of services, insofar as the performance thereof is made impossible or Contractor can adapt such appropriately.
- 3.2 In the case of interruption, Contractor shall be obligated to reduce the remuneration payment in accordance with the wages saved for the time period of the interruption.

4. Commercial Protection Clause

- 4.1 Customer itself may not employ personnel of Contractor during the term of the Contract and for a term of one year after its expiration. If Customer breaches this agreement, it shall be obligated to pay Contractor ten times the monthly payment as liquidated damages.

5. Liability

- 5.1 Liability of Contractor shall be limited to the following amounts in cases of simple negligence of its vicarious agents who are not included in its management employees:
 - a) 3.000.000 Euro flat rate for personal injury and property damage
 - b) 500.000 Euro for property loss, in particular, pursuant to the Data Protection Act (*Bundesdatenschutzgesetz, BDSG*)
 - c) 500.000 Euro for processing and professional services damage
 - d) 500.000 Euro for the loss of guarded property items
 - e) 250.000 Euro for the loss of keys and code cards
- 5.2 Liability of Contractor shall also be limited to the amounts as stated above in para. 1 in cases of simple negligence of management employees of Contractor, insofar as these persons had not breached fundamental contractual obligations.

- 5.3 Liability of Contractor to persons who act in the exercise of their commercial or independent professional activities and to legal persons of public law or a public law special fund shall be limited furthermore to the amounts stated above in para. 1 also in cases of gross fault of vicarious agents of Contractor who are not its management employees, insofar as no fundamental contractual obligations are breached.
- 5.4 The limitation of liability in para. 1 – para. 3 hereof shall apply with regard to all of Customer's damage claims due to failure to perform, fault with contract negotiations, special breach of contract, default, impossibility or any other legal basis otherwise coming under consideration.

6. Assertion of Claims

- 6.1 Customer's damage claims must be made to Contractor in writing within a deadline of four weeks after occurrence of the damage.
- 6.2 Customer's damage claims arising from apparent discernible damage must be made to Contractor in writing within a deadline of two weeks.
- 6.3 Should the amount of the damage not yet be capable of being determined within this deadline, it shall be sufficient but also necessary that the damage be claimed on the merits.
- 6.4 Damage claims which are not made within the deadlines stated under Item 6., para. 1 to para. 2 shall be precluded.
- 6.5 In the case of a refusal by Contractor or its insurance company, the damage claims shall lapse if not asserted in a court of law within three months after receipt of written refusal of Contractor or its insurance company.
- 6.6 Independent from the preclusion deadlines for the making of damage claims pursuant to 6, para. 1 and para. 2 hereof, Customer shall be obligated to make third party indemnity claims without undue delay. Furthermore, Customer shall be obligated to provide Contractor with the opportunity without undue delay of making all necessary determinations concerning the cause of damage, course of damage and amount of damage itself or by an authorized representative. Damage costs which are created as a result that Customer fails to meet or fails to meet without undue delay the aforementioned obligation shall be borne by it.

7. Payment of Remuneration

- 7.1 Payments for the services rendered pursuant to the Security Services Contract are to be made immediately without deduction after receipt of the invoice.
- 7.2 Our terms of delivery and payment that the customer agrees to when placing the order shall apply exclusively, as well as to further transactions even if they are not expressly referred to but have been sent to the customer with the confirmation of an order by us. Even if the order is placed differing from our terms, only our terms of delivery and payment shall apply even if we do not raise objections. Accordingly exceptions shall only apply if they have been acknowledged in writing by us.

We are entitled to assign the claims from our business connection.

The business connection is subject exclusively to German law (in particular to Bürgerliches Gesetzbuch and Handelsgesetzbuch).

The place of jurisdiction is subject to our choice the company's domicile or Frankfurt/Main.

If the customer is in delay with any due amount payable, all outstanding accounts receivables shall be due immediately.

We are entitled to assert our reservation of proprietary rights – in particular the right to take back the delivered goods - without withdrawing from the sales contract.

All payments are to be made in full discharge only to VR FACTOREM GmbH, Ludwig-Erhard-Straße 30 – 34, 65760 Eschborn, to whom we have assigned our existing and future claims from our business connection. We have also assigned our reservation of proprietary rights to the above-mentioned VR FACTOREM GmbH.

8. Price Amendment

- 8.1 Upon the coming into effect of collective bargaining agreement wage amendments during the term of the Contract, the payment shall be amended in the same percentage amount.

9. Miscellaneous

- 9.1 Amendments to the Security Services Contract must be in writing. The requirement of a writing can be waived only by written agreement.
- 9.2 Costs which accrue to Contractor as a result of statutory transfer of an employment contract (§ 613 a German Civil Code („*Bürgerliches Gesetzbuch*“, „*BGB*“) from employees of Customer shall be borne by Customer unless Contractor has agreed in writing to assume these costs.
- 9.3 The security guards shall not be authorized to accept receipt of keys or service instructions of Customer.
- 9.4 Should parts of this Security Services Contract be or become invalid, such shall not affect the legal validity of the Contract as whole.
- 9.5 Exclusive jurisdiction is in Neuss, insofar as Customer is a merchant, a legal person of public law or a public law special fund.

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