

General Terms and Conditions of VIERWERK GmbH

§ 1 Scope

1. VIERWERK GmbH is your partner for integrated and sustainably designed services in the business areas of aviation and human resources.
2. All services of VIERWERK GmbH are subject to these Terms and Conditions. They also apply to subsequent transactions between the parties, without the need to be agreed upon again.
3. The issuance of an order to the VIERWERK GmbH is a tacit recognition of the TNC. Different terms to order forms or other written communication to be contrary to the wording are not recognized by acceptance of the order; rather, you are hereby expressly rejected.
4. Changes and amendments to the terms and conditions are only binding, if they are confirmed by the VIERWERK GmbH in writing. Representations and supplementary agreements that go beyond the content of the contract are agreed upon in writing also.
5. VIERWERK GmbH is based in 17379 Rothemühl, Ausbau 2. It is legally represented by its managing director Thilda Labudde and Wolfgang Labudde, Fon +49 39772 26688

§ 2 Offers and Scope

1. All offers are subject to GST, unless otherwise stated, exclusive of VAT.
2. An order shall not be deemed accepted, if it has been confirmed by the VIERWERK GmbH in writing. The remuneration for services depends on the individual contract. As far as this spreads its hourly rate compensation, hours or part there of shall be deemed half hours, when exceeding the 30 minutes, a full hour is calculated. Reference is made to a price list of VIERWERK GmbH, each is the current version.
3. VIERWERK GmbH reserves the right to extend, as permitted by law, to change and improve.
4. As far as the VIERWERK GmbH should perform differently from the regular commission and fee services and free services, these can be adjusted at any time without notice. As far as the suspension of these services is important for the customer, he is informed by the previous VIERWERK GmbH. Reduction, refund or compensation claims by the customer against the VIERWERK GmbH because of this attitude, as far as legally permissible.
5. VIERWERK GmbH works explicitly to customer requirements, set out in a consultation in-built with the customer service contract.
6. The services are provided by the VIERWERK GmbH itself or by third parties. Third parties are commissioned and are therefore not Parties to the customer, unless it is expressly stated in writing and this is desired, or the customer shall already be a partially completed concept of

a third party. In sub-commissions ensures VIERWERK GmbH to ensure proper selection and supervision of personnel. In particular ensures VIERWERK GmbH respect of discretion and information obligations under this agreement.

§ 3 Contract documents and delivery

1. The customer provides all the VIERWERK GmbH to conduct the engagement necessary information and documents are available. He alone bears the risk of incomplete and faulty transmission of the use of certain material, in particular the risk for incorrect data, loss of data, media, photos and other documents. The same applies in the event that another contractor has acted for clients and their work will provide input into the going commissioning of VIERWERK GmbH

2. Delivery periods of service provided shall only be binding if the customer has in turn met all contractual obligations. Comes with its own benefits of cooperation, information, or in default of payment, the delivery time delayed by these same times, possibly around the time of the assertion of a lien.

3. VIERWERK GmbH is entitled to make partial deliveries of the service.

§ 4 Bases of cooperation. Service delivery.

The Contractor will provide the services to be rendered by him to the principles of good professional practice as a respectable businessman according to the extent agreed in the service contract in the period agreed with the customer.

1. The client shall communicate to the VIERWERK GmbH makes a solid and equipped with the necessary rights representative. This also applies for changes that the text of the contract and owed on content. Such suitable or necessary changes can sometimes only find out during the term of the contract. Sometimes they are just a result of new regulatory requirements. Such changes shall be in writing to the contact person / displayed by email. Provided that he does not object within two working days, it shall be deemed approved.

2. The customer has the proper selection of the contact person and designation of representatives, for its qualification and by him in specific instances to reach a decision and stand up completely.

3. VIERWERK GmbH can insist agree with signified Contact intermediate steps of service delivery.

4. As far as the VIERWERK GmbH provides services through a third party, particularly among instructed the customer agrees, however he does not establish a direct contractual relationship with the third party may take action against the respective involvement.

5. The customer agrees to not own service agreements with partners, contractors, freelancers or consultants of VIERWERK complete GmbH, in connection with the provision of services. To

this requirement, the customer holds for a period of three years after termination of service.

6. VIERWERK GmbH allowed the customer to own promotional purposes, such as in reference lists, use.

7. As part of the service contract, the contractor is responsible and determined the manner of implementation of its services. Transfer rights of the customer to the contractor, its employees and subcontractors are made only in the contractually agreed scope; however, the contractor will make every effort to respond to the wishes of the customer invoice.

§ 5 Customer Participation

1. The Customer shall ensure that all necessary involvements of the customer or its agents be timely, provided the necessary extent and for the contractor free of charge. The duties of the customer and his duties to the provision are essential duties of the customer. Customer will provide the employees of the contractor at the work within the customer all necessary assistance.

2. Media that the customer makes available to, factually and technically flawless. If this is not the case, the customer replaced the contractor all resulting from use of these disk damage and shall indemnify the Contractor against all claims of third parties.

3. Of all the documents handed over to the contractor and the customer keeps copies of disks, and the contractor can always fall back free of charge.

§ 6 Liability

1. For the liability of the contractor under the same principles as if the contractor of permanent workers of the customer would be. The above limitations do not apply if the Contractor is liable by law.

2. The customer is obliged to damages and losses, for which the contractor has to pay, immediately notify the Supplier in writing or may receive from the contractor.

3. As far as claims for damages against the contractor, its employees, servants or agents exist, they expire within one year from the date on which the contractual services should have been provided.

4. The customer is liable for all consequences that the VIERWERK GmbH or third parties caused by the illegal use of the services of VIERWERK GmbH or the fact that the customer is not meeting its obligations.

§ 7 Limitation of Liability

1. Claims for damages against the VIERWERK GmbH are excluded, unless there is intent or gross negligence. VIERWERK GmbH is not liable for lost profits, or for any indirect damage.

2. In case of failure of benefits and services due to external or superior force, such as power failure, telecommunications network interruption, etc., is not liable for damages before the VIERWERK GmbH.

3. The customer is required, the work delivered results - examine immediately upon receipt of the invoice or for defects - this also applies to those with intermediate decreases. Any apparent defects, the customer shall immediately, not later than within 14 days after receipt of invoice to make known among the VIERWERK GmbH. VIERWERK GmbH undertakes in poor performance for free repair at its discretion. VIERWERK by the GmbH is no possibility of repair; the customer can make no claim for damages, but only require a reduction in payment.

§ 8 Confidentiality Policy

1. The Contracting Parties undertake mutually to them under the contract of employment of the other party information made available and the knowledge they on occasion of cooperation on matters - such as technical, commercial or organizational - gain of the other Party as confidential and during the duration and termination of this Agreement for use without the prior written consent of the party or not to use or available to third parties. Any use of this information is solely limited to use for the execution of this contract.

2. This confidentiality obligation shall not apply to information that the other party receives evidence from third parties or has received or that were well known in the contract or subsequently be generally known without breach of these obligations.

3. The Contracting Parties shall require their employees, agents and vicarious agents accordingly.

4. The contractor is entitled, in the context of the purpose of the service contract to process the personal data entrusted to it in accordance with the Privacy Policy, or to be processed by a third party. The contractor will process the personal data of its customers in accordance with written instructions only in consideration of the Federal Data Protection Act; the employees of the contractor are required by the Federal Data Protection Act.

§ 9 Copyright and usage rights

1. All copyrights of Aeronautics, Energy and staff as part of an offer and / or contract designed and created sketches, texts, concepts, graphics, layouts, forms, programs and scripts remain unless individual contract provides otherwise, the VIERWERK GmbH. With

payment of the agreed fee, the customer acquires a license in the temporal, spatial and contextual dimensions as well as in terms of the specific agreement. Work of any kind should be given to others; advance permission must be obtained from the VIERWERK GmbH. A claim for approval does not exist. With the approval, if appropriate an agreed further compensation is due.

2. The customer receives the contractual services of business aviation, energy and personnel of the contractor-exclusive, non-transferable license. He may use the results of all services provided by the contractor under the service contract services only for its own business purposes, and they pass without the prior written consent of the Contractor to third parties or published yet. Beyond this all rights remain with the contractor.

§ 10 Payment rates

1. The agreed upon in the individual contract prices and terms of payment. All invoices are after invoice delivery without deduction immediately due and payable immediately.

2. The salary, travel and other expenses for the service contract included services arise from the Treaty if the contract will include no regulation, a fee at an hourly rate as applicable at the time of performance price list / fee schedule of the contractor.

3. The value added tax and any other statutory levies will be charged additionally at the amount of the time of invoicing records.

4. Not otherwise agreed by signing the specific agreement a third of the agreed price is provided as a payment penalty. The balance is due upon completion. In the individual agreement, other payment terms for different modules and interim approvals are regulated.

5. If the customer does not meet his obligations, the VIERWERK GmbH is entitled to the partial delivery of services and associated costs, invoice the customer. This is especially true if the costs caused by the customer and for the VIERWERK GmbH in the contract were not foreseeable.

6. In the event of late payment, VIERWERK GmbH demand immediate payment of all outstanding invoices. Further work on ongoing projects can be set and the contract be terminated without notice, without requiring re-reminder. This also applies if the customer stops payment or circumstances become known that the creditworthiness of the customer in question and could jeopardize the claims of VIERWERK GmbH.

7. In default of payment, default interest addressed by § 288 BGB (German Civil Code). Costs for reminders will be charged flat with EUR 10.

8. The contractor is entitled, in commercial transactions from the due date, otherwise in default of payment to charge interest at 3% above the discount rate of the Deutsche Bundesbank.

§ 11 Termination notice periods

1. For termination of contract by the customer, the VIERWERK GmbH provides an allowance equal to 20% of the contract value into account. Were the VIERWERK GmbH already produced detectable and not completely subordinate services, then the allowance is increased to 50% of the contract value, higher compensation expense due to proven not excluded.
2. In the event the Contractor is responsible of the premature termination of the payment for the services provided to that date in accordance with the employment contract agreed prices or hourly or daily rates plus costs and expenses. Is the premature termination of the contract not be justified by the contractor, the contractor will receive the in sentence 1 mentioned remuneration, at least 35% of the agreed price for the not yet performed services fee, Evidence that the contractor is less a result of the failure to perform other services as saves 65% of the value of the remaining remuneration of expenses has and therefore can claim the minimum return of 35% in accordance with clause 2 is beyond compensation, the contractor reserved.
3. Service contracts without a specific contract can be terminated by either party at the end of each quarter, with a period of three months.
4. Any termination must be made in writing by letter or fax.

§ 12 Final Provisions

1. Deviating or supplementary conditions, supplements or changes to these terms and any changes in specifications are only valid if they are agreed.
2. Of each contract concluded under these Conditions remain binding even if legal invalidity of individual items, the remaining parts. Invalid provisions shall be replaced by the parties, by effective, coming as close as possible to the intended purpose. The same applies in the event of a contractual loophole.
3. Customer may not transfer the resulting rights and obligations under the contract without the prior written consent of the contractor.
4. Claims against the contractor, the customer may only set off or assert a right of retention if the counterclaim of the customers is indisputable or legally.
5. The fulfillment of the agreed services shall be identified in the contract of employment.
6. If the customer is a merchant, legal venue for all disputes arising out of or in connection with this Agreement, the respective office of the contractor.