

General Terms and Conditions of Scholpp GmbH

1. Scope

1.1 As a total solutions provider we render installation, lifting and moving services.

1.2 The following terms and conditions form the basis of our business, unless mandatory regulations of national and international law do not conflict. Other conditions shall only become part of the contract if we confirmed them in written. Oral notices, consents, declarations or other agreements – also by telephone – require our written confirmation as well to become valid. All our offers are subject to change and also require our written confirmation to become effective. These terms and conditions shall not apply for consumer agreements. Consumer shall be considered a natural person who makes the agreement for a purpose which can be neither attributed to the person's commercial nor self-employed function.

1.3 Agreements, which require official authorization or permission to be executed, will be made on the escrowed condition of the authorization or permission being granted in due time.

2. Warranty

The warranty shall be firstly limited to the rectification of defects. The legal provisions shall only apply if this fails. The warranty period shall be 12 months at most. The warranty for defects, which are based on wear or incorrect use of the item, shall be excluded.

3. Liability

3.1 We are basically liable for all our services according to the German legal regulations. The liability for damage and/or loss of goods is limited to 2.5 Mio. € for each claim. For other claims than damage or loss of goods, our liability is limited to 250,000 €. These limitations of liability shall not apply if the damage has been brought about by us or our servants with intent or grossly negligent or with levity and under the awareness that damage is likely to come about.

3.2 As far as §§ 425 ff. of the German Commercial Code do not apply, we shall not be liable for damage or loss which result from

- insufficient packaging or labelling, especially of the good's centres of gravity and attachment point by the client or third parties;
- agreed or according to practice or storage outside.
- aggravated theft or deprivation (§§ 243, 244, 249 Penal Code); force majeure, climatic influences, devices or conducts becoming faulty, detrimental effects of other goods, animal damage, natural transformation of good. If damage is likely to have arisen from one of the aforementioned circumstances, it is presumed to have arisen from that.

3.3 The aforementioned limitations of liability shall also apply for non-contractual claims.

3.4 If the client requests for a higher amount of liability than the one mentioned under 3.1, a written agreement shall be made about that prior to placing of order.

4. Insurance

4.1 We maintain a public liability insurance with an amount covered of at least 5 Mio. € for each insured event (damage to persons and/or property).

4.2 For damage on the subject of order (damage to property), we hold an insurance cover with a maximum damage of 2.5 Mio. € for each case of damage.

4.3 If the client requests for a higher amount of liability on the lines of point 3.4, we are authorized to charge the client 2% of the net order value for the increase of the amounts of cover of our insurance covers in connection to that, however at least 5,000 €.

5. Obligations and responsibility of client

5.1 The client shall maintain all technical qualifications which are necessary for the proper and safe execution of the order. He shall do this at his own expense and risk during the whole assignment. The client shall be particularly entitled to

- keep the goods to be processed available in a condition and state which is appropriate for the execution of the order,
- indicate the correct dimensions, weights and special qualities of the goods (e.g. centre of gravity, type of material, attachment points, lashing straps etc.) in due time.

5.2 The client shall provide all necessary permits of owners to drive on foreign property, private roads, ways and places. He shall moreover indemnify us from claims of third parties, which might arise from unauthorized claiming of a foreign property.

5.3 The client shall moreover guarantee that ground, location and all other conditions at the location as well as the on the access roads – except public roads, ways and places – allow for a correct and safe execution of the order. The client has to especially guarantee that the ground conditions at the loading and unloading location or at the crane stand copes with the occurring backup pressures, axle loads and miscellaneous stresses. The client is obliged to catch up on the existence and position of underground cable channels, supply lines, other earth lines and hollow spaces which might impede the ground's loading capacity at the location or the access roads. The client shall refer to that unrequested. If the client fails to fulfill his obligation to inform, he shall be liable for all damage, also damage and consequential damage of property, resulting from that. This also applies for financial

losses on vehicles, equipment and appliances. Details and specifications of third parties, which the client uses in order to fulfill his obligations, shall be considered to be the client's own specifications.

5.4 After placing of order, the client shall not give instructions, which deviate from the contractual agreements in kind and scope or contradict the subject matter of the contract, to personnel assigned by us.

5.5 Compared to requests arising from this contract and non-contractual request in connection with that, an offset or retention is only acceptable with due counter-requests that are unobjectionable.

5.6 If the client defaults payment, an interest of 8 percent above the basic interest rate shall be charged to our requests.

6. Final clause

6.1 The requirement of the written form governed in these terms and conditions shall only be waived in writing. An implied modification of the requirement to the written form shall be excluded.

6.2 Place of fulfillment and place of jurisdiction is our domicile, as well for actions on a cheque or a bill. All contracts concluded by us are subject to German law. This also applies for foreign clients.

6.3 Subcontractors assigned by us as well as all employees involved in the execution of the order shall refer to these terms and conditions.

6.4 Should individual parts of these General Terms and Conditions be or become ineffective or not be applicable in individual cases, all other conditions remain untouched hereof; § 139 of the German Civil Code is waived.

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