

**General Terms & Conditions of
glass global consulting GmbH
Version: 03 May 2013**

1. General

These Terms and Conditions shall apply to business relations between

glass global consulting GmbH (hereinafter referred to as "GGC")

and

any ORDERER in the course of which GGC renders services in general and services based on a contract for work and services, in particular (hereinafter referred as "ORDERER").

They shall also be applicable to all future business transactions entered into with ORDERER.

These Terms and Conditions shall be authoritative. ORDERER's terms and conditions deviating from or being incompatible with these Terms and Conditions shall not be accepted unless GGC has expressly consented to the applicability thereof.

2. Offers and documents

Offers made by GGC shall be non-binding until a binding confirmation of the order.

An order placed by ORDERER shall be a binding offer that may be accepted by GGC by way of a confirmation of order within 2 weeks.

GGC shall reserve all property rights and copyright rights of exploitation to estimates, drawings and other documents without any limitations. They shall be made accessible to third parties only after prior written approval by GGC. Data and information contained in offers shall be no guarantee. Guarantees shall always require a separate written confirmation by GGC.

3. Deadlines / duties to cooperate

ORDERER shall be liable to GGC that all services and documents, information, data and objects provided by ORDERER are free from any third-party industrial property rights that would affect or prevent a use by GGC as contractually agreed upon.

In case of delay ORDERER shall be entitled to demand a lump-sum compensation for damage resulting from default amounting to 0.5% (max. 5.0%) of the order value for each full week of default. Additional claims for damages and compensation of expenses on grounds of default shall be excluded. Exceptions to this exclusion of liability on grounds of default are specified in par.

If ORDERER fails to comply with the duty to cooperate in good time, any delays shall be at the expense of ORDERER. In particular, this refers to ORDERER's duty to provide the documents, information and data needed.

In case of Force Majeure the period of performance shall be extended by the period of such obstruction plus a reasonable grace period. If services cannot be or expected to be rendered under such circumstances GGC shall be exempted from rendering services. If no deadline has been fixed, GGC shall determine same at its own discretion.

4. Prices / terms of payment

Value added tax shall generally be added to all prices.

All invoices made out by GGC shall be due and payable net cash unless otherwise agreed upon.

The GGC price list as amended added to offers shall also be applicable.

Prices may be agreed upon on the basis of hourly rates or measurements, suggested prices or binding fixed prices.

Unless otherwise provided for herein, GGC shall be entitled to demand a reasonable down-payment and make out partial invoices for services already provided and / or depending on the progress made as appears fair.

GGC may demand a reasonable adjustment of the prices and fees agreed upon and an increase, in particular, if the scope of the respective order has been changed or increased, in particular, by mutual agreement during the execution thereof.

GGC is entitled to suspend the provision of services until an agreement on a corresponding adjustment of prices and fees has been reached, provided that GGC has notified ORDERER thereof in advance. Delays resulting therefrom shall not be at the expense of GGC. A unilateral modification of an order by ORDERER shall be excluded.

ORDERER shall be entitled to a set-off, if ORDERER's counterclaims are undisputed, if they have been recognized by declaratory judgment or by GGC. A right of retention shall only be exercised by ORDERER, if ORDERER's counterclaim has arisen from the same agency.

5. Rights of use

GGC shall grant ORDERER the single, non-exclusive right to use the works and results provided by GGC to the extent specified in the respective order for an indefinite period of time, provided that payment has been effected in full. GGC shall not be under an obligation to provide the source code of software programmed by GGC.

If there are inventions or proposals for improvement by GGC employees, GGC at ORDERER's request in writing shall use such invention subject to or without limitation and concurrently transfer the rights resulting therefrom to ORDERER by exempting GGC from any financial obligations to its employees resulting from such invention. The Law on Employee Inventions shall apply mutatis mutandis.

6. Secrecy

The parties hereto undertake to keep all information concerning operational or business matters of the other party strictly confidential. Such information shall be used only as provided for by the respective order. Information shall be disclosed to third parties only as earmarked for a specific purpose.

7. Contracts for work and services

The following special provisions shall also be applicable, if contracts for work and services are concluded between ORDERER and GGC.

An order is generally executed in the office of GGC. Based on a corresponding agreement an order may fully or partly be executed on the premises of ORDERER, if certain documents cannot be issued, if a continuous communication is required and /or in case of an installation on site.

Even if an order is executed on the premises of ORDERER directions by GGC shall be observed by ORDERER, ORDERER's employees and vicarious agents. In particular, this shall be applicable to instructions and monitoring. ORDERER's right to give internal instructions associated with an order shall remain unaffected.

ORDERER shall confirm the progress made by signing the respective progress reports. As for the rest, the following provisions for an acceptance of services shall apply :

Following a completed functional test but within 2 weeks after handing over the results at the latest ORDERER shall forthwith declare acceptance. If the result meets the criteria contractually agreed upon, the functional test is deemed to have been successful.

If defects become known to ORDERER during a functional test, ORDERER shall be under an obligation to notify GGC thereof without delay. By excluding additional claims for

major defects ORDERER shall grant GGC a reasonable period of time in order to remedy same.

If ORDERER does not declare acceptance without delay although being called upon to do so, GGC may specify a period of 2 weeks in order to fulfil such obligation. Services are deemed to have been accepted after expiration of such period, provided that GGC has referred thereto when specifying said period, unless ORDERER has given reasons for refusal to accept prior to the expiration of such period. If ORDERER begins to use the results for production, services are generally deemed to have been accepted.

In case of possible shortcomings of the results GGC, at its own discretion, shall give warranty by subsequent improvement or new performance. ORDERER may be entitled to a reduction, rescission or a claim for damages to the extent of the limitation of liability pursuant to par. 8, if such subsequent improvement or new performance has failed despite two attempts made. In case of minor defects ORDERER shall not exercise a right of rescission.

The warranty period for defects not attributable to intent or gross negligence shall be 12 months from the respective statutory commencement of the limitation period.

GGC shall be entitled to assert claims for defects and loss to the full extent to its suppliers. In particular, GGC shall be entitled to call upon its suppliers to remedy a defect or supply a new subject of agreement. GGC shall reserve the right to claim damages in full in lieu of performance depending on the extent of the defect as provided for by law. The risk of damage in transport shall be borne by supplier.

The period of limitation concerning claims based on defects asserted by ORDERER to GGC shall be 2 years, beginning upon passing of the risk.

8. Contract for services

The provision relating to liability referred to in par. 5 shall apply mutatis mutandis to services provided by GGC.

9. Sales contracts

The following special provisions shall also apply to sales contracts concluded between ORDERER and GGC.

a. Sale by GGC

(1) Prerequisite for the beginning of the delivery period specified by GGC shall be the timely and proper fulfilment of all obligations by ORDERER. The plea of non-performance of the agreement remains reserved.

(2) If ORDERER is in default of acceptance or if ORDERER culpably acts in breach of the duty to cooperate, GGC shall be entitled to demand compensation (including additional expenses) for any damage caused in this respect. The right to assert additional claims remains reserved. If the conditions referred to hereinbefore exist, the risk of accidental loss or deterioration of the object of sale shall pass on to ORDERER when being in default of acceptance or in case of mora debitoris.

(3) In case of a delay in delivery not culpably or negligently caused by GGC GGC shall be liable for each completed week of delay on the basis of a lump-sum compensation for default amounting to 3% of the value of the goods (max. up to 15% of the value of the goods).

(4) Additional statutory claims and rights of ORDERER on grounds of a delay in delivery shall remain unaffected.

Transfer of the risk upon shipment

If at ORDERER's request goods are sent to ORDERER, the risk of accidental loss or deterioration of the goods shall pass on to ORDERER upon shipping the goods to ORDERER irrespective of the question if the goods are sent from the place of fulfilment or who pays the freightage.

Reservation of title

(1) GGC shall reserve title to the object of delivery until all payments contractually agreed upon have been effected in full. This also applies to future deliveries even if GGC does not expressly refer to that. GGC shall be entitled to take the object of sale back if ORDERER has acted in breach of contract.

(2) ORDERER shall be under an obligation to handle the object of sale with care as long as the title thereto has not passed. In case of objects of high value, in particular, ORDERER shall provide adequate coverage for any damage attributable to theft, fire and water at ORDERER's expense. In case of maintenance or inspections, ORDERER shall cause these works to be done at ORDERER's expense in good time. As long as title has not passed, ORDERER shall notify GGC in writing without delay, if the object of sale has been pledged or subject to third party action. If such third party is unable to refund judicial or extra-judicial expenses in connection with an action pursuant to 771, German Code of Civil Procedure, to GGC, ORDERER shall be liable to GGC for such loss.

(3) ORDERER shall resell an object subject to reservation of title in the ordinary course of business. ORDERER's claims from a resale of an object subject to reservation of title shall be assigned to GGC to the extent of the final amount invoiced (including value-added tax) agreed with GGC. Such assignment shall apply irrespective of the question if the object of sale has been processed or not prior to such sale. ORDERER shall be entitled to collect the claim even after such assignment. GGC, however,

shall not collect a claim, as long as ORDERER meets all payment obligations from ORDERER's funds, if ORDERER has not defaulted payment, if no insolvency proceedings have been instituted against ORDERER or if payments have been stopped.

(4) ORDERER shall process or convert an object of sale on behalf of GGC. In such case ORDERER's inchoate title to the converted object shall continue to exist. If an object of sale is processed along with other objects not belonging to GGC, GGC shall acquire co-ownership in the new object in proportion of the objective value of our object of sale to the other processed object at the time of processing. This also applies to a mixing. If objects are mixed in a way that ORDERER's object is the main object it is understood that ORDERER shall transfer proportional ownership to GGC and keep the new sole ownership or co-ownership on behalf of GGC. In order to secure claims asserted by GGC against ORDERER this party shall also assign those claims against third parties to GGC incurred by ORDERER by combining an object subject to reservation of title with a landed property.

(5) GGC undertakes to release securities due to GGC at ORDERER's request, if the value thereof exceeds the claims to be secured by more than 20%.

Warranty and notice of defects and recourse / manufacturer recourse

(1) Prerequisite for ORDERER's warranty rights shall be that ORDERER has duly fulfilled the duty to examine and complain in terms of Section 377, German Commercial Code.

(2) Warranty claims shall become statute-barred within 12 months following a delivery by GGC to ORDERER. Above provisions shall be inapplicable, if there are extended statutory periods. A return of goods shall be subject to our approval.

(3) If despite all care exercised the goods supplied are defective which such defect already existing upon passing of the risk, GGC shall at its discretion remedy the defect or replace such goods provided that a corresponding notice of defects has been given in time. GGC shall always be given the chance of remedying a defect within a reasonable period of time. Claims for recourse shall not be affected by the above provision.

(4) If a defect cannot be remedied, ORDERER may rescind the contract or reduce payments irrespective of any claims for damages.

(5) Warranty claims shall not apply to minor deviations from the quality agreed, an insignificant impairment to the usefulness, normal wear and tear as well as defects attributable to improper or negligent use, excessive use, improper equipment, poor construction work, unsuitable building site or special external influences not specified in a contract. In case of improper maintenance or modifications by ORDERER or third parties there will be no claims based on defect arising therefrom or the consequences involved.

(6) ORDERER's claims for expenses (transport cost, infrastructure cost, working cost and materials cost, in particular) at the time of a subsequent improvement shall be excluded, if such expenses rise as the goods supplied by GGC has subsequently been transported to a place different from ORDERER's branch unless such transport is in accordance with the contractual use.

(7) Claims for recourse may be asserted against GGC only insofar as ORDERER has not made any arrangements with ORDERER's customer exceeding mandatory claims based on defect. As regards the extent of ORDERER's claim for recourse against a supplier par. 6 shall apply mutatis mutandis.

b. Purchase by GGC

Orders shall only be accepted on the basis of these Terms and Conditions. Any acceptance on the basis of modified or additional terms shall be regarded as a rejection of an order placed by GGC as well as supplier's binding offer for conclusion of a contract on the terms specified. A contract is deemed to have been brought about, if GGC expressly accepts such offer by supplier in writing.

Delivery dates agreed constitute fixed dates. If such period is exceeded, GGC may rescind a contract without a grace period and assert claims for damages. Supplier's claim arising from non-performance shall be excluded. Agreement on a contractual penalty does not preclude any assertion of additional damage.

A supplier shall not be liable for delays in delivery attributable to circumstances beyond supplier's control. Supplier, however, undertakes to notify GGC without delay if there is reason to believe that the period of delivery is likely to be exceeded.

Supplier warrants that the goods being the subject of the order are in conformance with the specifications, drawings or specimens. Supplier also warrants that the goods can be used as contractually agreed upon, that the material used is of top quality and that there are no defects.

GGC shall be entitled to return all products not meeting the above standards, to repair them or cause them to be repaired at the expense of supplier. Goods not accepted shall be returned at the expense and risk of supplier. This provision shall also apply, if a complaint cannot be lodged in time under any circumstances.

Supplier shall guarantee that the goods to be supplied do not infringe any domestic or foreign patents or other protective rights or immaterial property rights. Supplier undertakes to indemnify ORDERER against all third party claims on grounds of an alleged or actual infringement of such rights.

All information, drawings, etc., given to supplier for the purpose of producing the delivery item as well as the drawings, etc. made by supplier on the basis of special information by ORDERER shall only be used, copied or made accessible to third parties in connection with the production of the goods ordered by GGC. At the request of GGC these drawings, etc. including all copies shall be returned. Supplier shall treat an order and the work resulting therefrom as business secret and act correspondingly. Supplier shall be liable for any damage incurred by GGC in breach of one of these obligations. Supplier undertakes not to deliver goods produced on the basis of a GGC design without the approval of GGC.

GGC shall be entitled to change plans, specifications and quantities of the goods, materials and work being subject of the order. In case of an increase or a reduction of the prices agreed upon there will be a reasonable adjustment of prices.

GGC shall be entitled to cancel in part or in full the work to be performed on the basis of supplier's order without giving any reasons. Such cancellation shall be in writing, giving details of the extent thereof. Supplier shall deliver all finished and unfinished goods, components, completed work and other materials to GGC.

In case of a cancellation GGC undertakes to refund the order price for all products and services provided on the basis of an order. Furthermore, cost incurred actually or for the completed part of the works (except for profits) on the basis of generally accepted accounting methods shall be refunded without exceeding the aggregate amount of the cancelled order for goods and works.

If a supplier becomes insolvent or if composite proceedings or insolvency proceedings have been instituted against supplier's assets, GGC shall be entitled to terminate the contract without having to compensate supplier.

Limitations of liability provided for by supplier in connection with GGC shall not be applicable unless GGC has expressly accepted such limitations of liability in writing.

Any risk of loss or deterioration of the goods shall be borne by supplier until acceptance by GGC.

If GGC is required to take back goods sold on grounds of supplier's insufficient services or if GGC is compelled to accept a reduced price, a recourse to supplier shall not be subject to any time-limit. However, GGC shall notify supplier without delay as soon as claims have been asserted against GGC. GGC will give supplier the opportunity to state in writing within one week that the claims for reverse transaction or reduction by purchaser of GGC should be denied. GGC shall be entitled to such denial, if supplier has provided security for all possible consequential costs arising from a refusal of performance including prosecution and defence incurred by GGC and the purchaser of GGC. When selling a newly produced item GGC may claim compensation for expenses from supplier to be borne by GGC in proportion to purchaser if the defect claimed by purchaser of GGC has already existed when the risk passed on to GGC. Claims for material defects by GGC shall become statute-barred after 24 months from acceptance of the goods at the earliest. The statute of limitation of claims for recourse by GGC against its supplier on grounds of claims asserted by purchaser of GGC will materialize within two months after the time when GGC has satisfied its purchaser's claims at the earliest and five years at the time when supplier handed the goods over to GGC at the latest.

Supplier warrants that all hazardous substances will be packed, labelled and shipped as provided for by the respective environmental regulations. Furthermore, supplier warrants that accompanying documents include all details relating to the respective transport regulations. If GGC suffers a loss due to the violation of current or future legal or administrative environmental regulations, supplier shall compensate GGC for such losses and/or indemnify GGC against all third party claims that have not yet been satisfied.

Invoices shall be mailed directly after delivery and/or performance. Invoices shall not be attached to the goods. Invoices shall include the customary description of an item as well as the VAT identification number.

Unless otherwise provided herein, payment shall be effected within 10 days after receipt of the goods and the invoice less 3% discount and/or within 30 days after receipt of the goods net cash. The above term of payment shall commence on the day following the day when both the goods and the invoice are received. The time of payment shall not influence a supplier's warranty.

Unless otherwise provided for herein, all prices are carriage paid to the GGC station which means that all transport cost, such as package, freight and warehousing shall be borne by supplier. Reservations concerning changes in prices shall only be applicable if confirmed in writing by GGC.

10. Liability / damages

Irrespective of any cause in law GGC shall pay damages subject to the following provisions.

In case of intent or gross negligence GGC shall be liable for any damage resulting from a breach of the duty to take due care with such liability being subject to the respective statutory provisions.

GGC shall not be liable for ordinary negligence.

In case of a violation of a material contractual obligation GGC shall only be liable for the typical foreseeable damage upon conclusion of contract.

Liability shall be limited to € 250,000.00 for each violation in case of damage to property; this also applies to any consequential financial damage. In case of a damage attributable to the same violations liability shall be limited to a total of € 500,000.00 (including consequential financial damage), even if such violations occurred in different years.

As for the rest, liability for damages shall be excluded regardless of the legal nature of the claim asserted, unless a violation of material contractual obligations or whatever damage to life, personal injury and injury to health is concerned. Insofar GGC shall not be liable for foreseeable damage, consequential harm caused by damage or any other indirect damage and damage on grounds of loss of profit.

ORDERER's claims for damages shall become statute-barred after 12 months.

Limitations shall not apply to liability arising from written warranties and other mandatory regulations as provided for by law.

If IT systems made available by GGC to ORDERER are used or leased to ORDERER using them, ORDERER shall be liable for any direct or indirect damage caused by improper use of these systems, destruction, loss or any other damage to the IT systems used in the course of an order.

If hardware is sold to GGC or leased to ORDERER using it, ORDERER shall be liable for any direct or indirect damage attributable to improper handling of the hardware as well as destruction, loss or any other damage to the hardware used in the course of an order.

GGC shall not be liable for any third party services even if rendered by subcontractors. This limitation of liability shall also apply to breaches of duties resulting from ordinary negligence by vicarious agents, employees and representatives of GGC.

GGC shall not be liable for any damage in connection with the installation of hardware unless they are part of an order. The limitations of liability referred to hereinbefore shall apply.

11. Final provisions

Place of fulfilment / venue / applicable law :

Place of fulfilment for all services rendered by GGC and ORDERER's financial obligations shall be the head office of GGC.

Venue for all legal disputes between the parties hereto arising from the contractual relationship based on these Terms and Conditions shall be the head office of GGC. However, GGC shall be entitled to bring in an action against ORDERER at its general venue.

The laws of the Federal Republic of Germany shall be applicable.

12. Miscellaneous

Any modifications, collateral agreements and amendments shall be made in writing.

ORDERER agrees that all data becoming known in the course of business relations shall be stored internally by GGC and processed automatically.

Place and Date: Düsseldorf, 03 May 2013
glass global consulting GmbH