Terms and Conditions of Berners Consulting GmbH

§1 Area of Applicability

Our Terms and Conditions apply to any and all business relationships with our clients (hereafter: Client). Our Terms and Conditions are automatically recognized by the Client by accepting our quotation. They are valid throughout the business relationship.

§2 Acceptance of Quotation and Provision of Services

2.1 The basis for the business relationship is the Client's written acceptance of our quotation for each project. In this quotation, the services to be provided and the remuneration are detailed.

2.2 Client can accept our quotation in writing or by e-mail. We also accept Client orders regardless of format. Client will receive an order confirmation in writing or by E-Mail. This order confirmation constitutes the acceptance of the order on our part, and the business relationship has been established. The date of order confirmation is the relevant date for determining the delivery time.

2.3 We reserve the right to subcontract parts of an order to external consultants, whom we know through previous cooperation. The business relationship between us and the Client is not affected by such subcontracting, unless agreed otherwise.

2.4 Updates and amendments to quotations and orders are to be put in writing. The become valid part of the business relationship between us and the Client.

§3 Prices

Our prices do not include German value added tax (Mehrwertsteuer).

§4 Payment Terms

4.1 Invoicing will take place for each service item upon completion. All services provided by us that have not been explicitly included in the quotation are additional services that must be paid separately.

4.2 Payment is due upon Client's receipt of invoice.

4.3 Payment will be considered delayed if it has not been received 14 days after Client's receipt of invoice, regardless of whether we gave late payment notice to the Client. In this case, we have the right to charge interest at the rate permitted by German law.

§5 Delivery Times and Deadlines

5.1 Delivery times are for reference only. We determine delivery times in good faith but cannot guarantee them.

5.2 If we exceed the delivery time, Client can only execute his legal rights after setting a reasonable deadline for completion.

§6 Client Support Obligation

Client provides all documents, data, and materials that are necessary for the completion of the order.

§7 Intellectual Property

Client acknowledges and agrees that, except as set forth in this paragraph, we shall retain all rights, including but not limited to, rights of ownership and copyright in any and all intellectual property developed by us pursuant to the order. We shall not have any rights in or to any intellectual property which (i) is developed by Client, (ii) is unique to the business of Client, (iii) utilizes confidential business or financial information of Client, or (iv) incorporates Client sales, marketing or business strategies or any of its products or product information.

§8 Confidentiality Obligation

We must keep confidential all commercial, technical, and private information that we have obtained during the provision of service. This confidentiality clause also applies to subcontractors. Confidentiality pertains also after termination of the business relationship and can only be released by Client in writing. Furthermore, we are obligated to safeguard all documents given to us by Client and to protect them from unauthorized access. Documents and other materials given to us by the Client will not be returned to Client.

§9 Liability

9.1 We are liable according to applicable law in case of gross negligence. In case of slight negligence, we are liable only within the scope of the German product liability law, for harm of human life, body or health; or for the violation of significant contractual obligations. Damage claims for slightly negligent violation of contractual obligations is limited to the foreseeable damage for the applicable type of contract, unless liability exists for harming human life, body or health. We are liable in the same scope for our subcontractors.

9.2 The stipulations of paragraph 9.1 applies to damage claims instead of service; damage claims in addition to the service; and damage claims for subsequent damages. This hold regardless of the legal base of the claim, including faulty product liability, exceeding of delivery time, or failure to deliver.

§10 Complaints

10.1 If Client does not notify us of significant defects within 14 days of order completion, the order is considered closed.

10.2 If Client questions a provided service in its entirety, this claim must be supported by a well-founded third-party expert opinion.

10.3 If Client notifies of us defect, we must receive the opportunity to ameliorate the defect. If the amelioration, in fact, does not succeed, Client has the right to reduce the price or to substitute. In any case, our liability is limited to the price of the affected order. We assume no liability for copyright or third-party claims.

10.4 If delivery time is exceeded to an unacceptable degree, based on the individually agreed-upon delivery time, and if we cannot complete the service within a reasonable deadline communicated to us in writing by Client, Client has the right to cancel the order.

§11 Validity of Terms and Conditions

If any part of these Terms and Conditions is or becomes invalid, the other parts remain valid. In the place of the invalid part, a new section shall be added that reflects the requirements and interests of both parties within the boundaries of the law.

§12 Governing Law

The business relationship between us and Client is governed exclusively by German law.

§13 Location of Service Provision and Court Location

13.1 Location of Service Provision is our headquarters in Stuttgart.

13.2 Court location for all disputes between us and Client is the relevant local court in Stuttgart.

Stuttgart, September 24, 2009 signed Lutz Berners
President