



13 January 2010

Special Purchase Conditions

Between: AQS GMBH CO KG
Sackstrasse 6
31691 Helpsen
- hereinafter referred to as the "CUSTOMER"-

and:
an authorized company
Name:
Address:

- hereinafter referred to as the "SUPPLIER"-

Article 1

1. The SUPPLIER shall perform finishing works as well as General Performances for the CUSTOMER.
All details shall be specified in particular orders (contracts for partial performances). Provisions of this framework contract shall be considered as a part of contracts for partial performances.
2. The SUPPLIER shall bear the full business risk. He shall be liable for his performances in line with provisions of the BGB (Commercial Code) which are related to a contract for work.

Article 2

1. The SUPPLIER shall act independently. The location, time and extent of his activities carried out for the CUSTOMER shall always be conditioned by the relevant performance to be delivered.
2. The SUPPLIER shall fully terminate individual orders. Any interruptions in works shall be agreed upon with the CUSTOMER and shall be approved by him, while the interests of the CUSTOMER's clients shall be primarily taken into consideration. The dates agreed upon by the CUSTOMER's client and the CUSTOMER shall be binding also for the SUPPLIER.
3. If any performance is to be carried out in the premises of a CUSTOMER's client, it shall only be executed during the common working time which shall be fully utilized. The same shall apply for any activities in the CUSTOMER's premises.

Article 3

1. Unless stipulated otherwise in a contract for partial performance, the SUPPLIER shall be remunerated for the hours worked, including a legally stipulated value added tax.
The agreed hourly remuneration shall contain all by-costs and other expenditures. Settlement shall be performed based on job tickets signed by the CUSTOMER's client or based on partial or final acceptance protocols.
2. Any (partial) performance shall be settled monthly based on an invoice. The legally stipulated value added tax shall be reported separately.

Article 4

1. The SUPPLIER shall use his own vehicles and work material. After an agreement with the CUSTOMER, he may borrow tools, CAD equipment, computers or other materials in particular cases.
2. The Parties have agreed that no (direct) employment relation shall arise even after contracts for partial performances have been commissioned repeatedly. The SUPPLIER shall decide if he will perform orders for other customers in addition to the accepted order, as long as the deadlines agreed upon with the CUSTOMER are met.

Article 5

1. The SUPPLIER undertakes to keep confidential all issues and processes which he has become familiar with when performing his activities, particularly concerning business secrets of the CUSTOMER and of his clients, even after termination of the framework contract. Any claims and damage which might arise as a result of a contradictory action shall be fully settled by the SUPPLIER.
2. The SUPPLIER undertakes to refrain from any competitive action, not only towards the CUSTOMER, but also in relation to his clients. The SUPPLIER shall not establish any contact with CUSTOMER's clients without the knowledge of the CUSTOMER thereof and without his written consent. In relation to the CUSTOMER's clients, the SUPPLIER shall take bear in mind and demonstrate that he assists in the CUSTOMER's performance.

It is prohibited to establish a direct contact with a client or even to conclude a direct contract with him. If it is necessary to establish any contact, the SUPPLIER shall demonstrate to the client that he assists in CUSTOMER's performance and he shall not perform, or have performed, any actions which would be in contradiction to 1) or 2), not even through third parties or third companies.



In the event of any contradictory action, the SUPPLIER undertakes to pay a contractual fine of 30% of the turnover made with the client.

In addition, the CUSTOMER shall be entitled to request, as a compensation of damage, those amounts which would arise from the orders with the client with a specified contractual volume. The right of the CUSTOMER for further damage compensation regarding any other issues shall not be affected.

The SUPPLIER undertakes to provide, on request of the CUSTOMER, his tax returns/client contacts for the years which the competition ban endorsement applies to.

This competition ban endorsement shall apply for the period of 23 months after the Contract termination.

Article 6

1. This framework contract may be terminated by both Parties with the period of 30 days as of a month end. The SUPPLIER shall not terminate the framework contract before he has finalized the orders, unless the CUSTOMER has agreed with such termination.
2. If it has been demonstrated during the performance of an order that the SUPPLIER is not able to perform the order in a professional manner, or that proper performance of the order is not guaranteed, the CUSTOMER shall be entitled to cancel the order on short notice. In addition, the CUSTOMER shall be entitled to cancel an order on short notice if, as a result of reasonable reasons which must be announced to the Supplier, any further performance of the order is not possible or not necessary. In both cases only the performances which have been performed until then may be invoiced.

Article 7

Any amendments and supplements to this framework contract as well as any amendments and supplements to contracts for partial performances shall be made in writing in order to be effective. If any of the provisions has become ineffective, it shall not affect the effectiveness of other provisions.

Article 8

Relevant courts at the sponsor's location shall be competent.