

General Terms and Conditions of WELTEC BIOPOWER GmbH

A. General Terms and Conditions applicable to all Business of WELTEC BIOPOWER GmbH

§ 1 General/Scope

The General Terms and Conditions of WELTEC BIOPOWER GmbH (hereinafter WELTEC) apply exclusively; we do not recognize any Business Partner's (hereinafter called BP) terms and conditions that diverge from or conflict with ours unless we have explicitly agreed to their applicability in writing. Our Terms and Conditions shall also apply when we enter into a business relationship without reservation on behalf of the BP in knowledge of BP's Terms and Conditions that conflict with or diverge from ours. Our Terms and Conditions shall also apply to supplemental agreements and follow-up agreements, even if no particular reference is made again in each case regarding the validity of our Terms and Conditions. Parts A and D of these Terms and Conditions shall apply, at least within the meaning thereof, in the event that we are the contractor, ordering party, buyer, or otherwise customer of the Business Partner,

§ 2 Offer and Order

2.1 All WELTEC offers are subject to change and non-binding unless they are expressly identified as binding or include a definite term of acceptance. WELTEC may accept orders or contracts up to fourteen days after receipt.

2.2 The written agreement is solely determinative for legal relationships between WELTEC and the BP. Implementation of this agreement with all appendices and supplements shall reflect in full all arrangements between the contractual parties for the respective delivery. Any oral assurances made by WELTEC prior to entering into this agreement shall not be legally binding and shall, just like oral understandings, be replaced by this written agreement between the parties.

Addenda and revisions to this agreement must be in written form to be valid.

Transmission by facsimile copy meets the requirement of written form. For the rest, transmission by telecommunications, in particular by email, does never suffice.

2.3 Information supplied by WELTEC with respect to the subject matter of the delivery (such as weight, dimensions, serviceability, load, tolerances, and technical data) or performance and our illustrations of the same (such as drawings and figures) are only approximately definitive to the extent that the applicability for the purpose provided for in the agreement does not require precise conformity. They usually do not represent any guaranteed characteristic features but rather descriptions or identifications of the delivery. Standard

deviations and deviations made due to statutory requirements or that represent improvements are permissible, as are replacements of parts with equivalent parts to the extent such deviations or replacements do not impinge upon the usability for the purpose provided for in the agreement.

2.4 WELTEC shall retain title to and/or copyright/right of use of all offers and quotations provided by WELTEC and to all drawings, figures, calculations, prospectuses, catalogs, models, tools and their documentation and implements provided to the BP. The BP may not provide any of these items and/or documents neither directly or their contents to third parties, disclose them, or use or copy them itself or allow a third party to do the same without the express written consent of WELTEC.

At WELTEC's request, the BP must return all these items and/or documents in full to WELTEC and destroy any copies that were made of them when the Purchaser no longer has absolute need of them in normal commerce or when negotiations do not result in entering into an agreement.

B. Special Conditions for Goods and Services and Purchase Agreements

§ 3 Price/Payment Terms/Reservation of Title

3.1 Unless specified otherwise in WELTEC's offer or the invoice, invoice amounts are due and payable net after receipt of the invoice. Date of receipt by WELTEC is determinative for the date of payment. Unless agreed upon otherwise with Customer, checks and bills of exchange shall be excluded explicitly (they constitute valid payment only after they have cleared). If the BP is in default of payment, outstanding amounts shall bear interest of 8% per annum above the base interest rate, starting on the due date. Enforcement of higher interest and additional damages in the event of default remain unaffected.

3.2 The price of the Delivery is based on market prices at the time of execution of the agreement of steel and electrical commodities, among others, and/or prices for raw materials that are required for the manufacture of steel commodities that are used by WELTEC. If there are increases in their market prices after signing of the agreement and prior to Delivery date, WELTEC is entitled to pass on such price increases to the Purchaser. The BP agrees to accept an increase of the purchase price based on the above up to 5%.

The following applies to a price increase greater than 5%:

With written evidence of a given price increase, WELTEC may suggest a new price. If the parties cannot agree on that, WELTEC can withdraw from the agreement. This does not establish any reciprocal damage claims.

3.3 To the extent that, between the entering into of the agreement and its termination, statutory requirements take effect that result in a price increase for materials or the process used, WELTEC is entitled to invoice the BP for such costs as of January 2013

upon providing written evidence of the same to the BP. The BP must accept a price increase for which such written evidence is provided.

3.4 WELTEC retains title to the delivery until all payments arising from the business relationship with the BP have been received, to the extent that title has not already passed to the BP based on statutory provisions or as a consequence of separate agreements between the parties to the agreement.

The BP agrees to handle with care any equipment or equipment components delivered by WELTEC that it retains title to; in particular BP agrees to insure the same at its expense against damage due fire, water and theft up to its replacement value. To the extent that maintenance and inspection work is required, the BP must have the same done in a timely fashion at its expense. The BP hereby assigns all its claims under the above-mentioned insurance policies to WELTEC until its commitments to WELTEC have been fulfilled, and WELTEC accepts such assignment.

The BP must notify WELTEC immediately in writing in the event of attachments or other interventions by third parties.

3.5 For the duration that title is retained, the BP may not resell the Delivery, pledge or mortgage it, or transfer it by way of security without the express consent of WELTEC.

WELTEC will grant its consent to the extent that a transfer by way of security is made to the financing bank or savings and loan due to financing, if payment of the loan or the security is made directly to WELTEC, which must be evidenced by an agreement to that effect between the bank and the BP.

3.6 Offsetting of counterclaims by the BP or retention of payment based on such claims is permitted only to the extent that such counterclaims are undisputable or have been determined to be final and absolute or if their legitimacy is so obvious that a challenge thereto would constitute a misuse of the law. The BP is authorized to exercise such right of retention only if its counterclaim arises from the same agreement.

3.7 WELTEC is entitled to make an outstanding delivery or partial delivery contingent on prepayment or security if, after the agreement is entered into, WELTEC becomes aware of circumstances that appear to significantly reduce the BP's creditworthiness and jeopardize payment of WELTEC's outstanding receivables by the BP arising from the respective contractual relationship (uncertainty objection).

§ 4 Delivery Schedule

4.1 Terms and dates for delivery proposed by WELTEC are always approximate except in the event that a set deadline or date is expressly promised or agreed upon.

Compliance with a delivery date is always subject to correct and timely delivery by WELTEC's suppliers on the one hand and presupposes the BP's fulfillment of its contractual duties with respect to timeliness and performance on the other.

4.2 Without prejudicing its rights based on the BP's default, WELTEC can demand an extension of delivery periods or a postponement of delivery dates from the BP by the period of time during which the BP fails to meet its contractual duties to WELTEC.

As soon as contractual execution can be resumed after an interruption for which the BP is responsible, WELTEC will begin the same, in consultation with the BP. Execution periods are extended by the duration of the interruption and by the time WELTEC needs to remedy the consequences of the interruption.

4.3 In the event of force majeure, that is, unforeseeable circumstances after entering into the agreement that are beyond the control of the contracting parties or for which they could not have taken reasonable precautions (e.g. chemical, electrochemical or electrical interference or unusual temperature or climatic influences such as lightning strikes, ice, sand storms, storms with wind velocities higher than nominal gust velocities according to the Deutschen Institut für Bautechnik [German Institute for Structural Engineering], circuit feedback or vandalism, strikes, lockouts, war, mobilization, domestic unrest), the delivery date or the period for execution of performance is extended by the period of time required to take into account in a reasonable manner the effects of such delays. The Purchaser reimburses WELTEC for the additional costs incurred as a result of these delays. Notwithstanding this provision, WELTEC will meet its obligations to the extent reasonably feasible during the duration of an event of force majeure.

BP shall continue to pay the amounts owed to WELTEC for the duration of the event of force majeure.

To the extent that such events significantly impede or make impossible delivery by WELTEC and the impediment is not of a temporary nature, WELTEC is entitled to withdraw from the agreement.

4.4 In the case of temporary impediments, delivery periods are extended or delivery dates are postponed by the duration of the impediment plus an appropriate period of preparation.

4.5 WELTEC is entitled to make partial delivery at any time unless this is unreasonable for the BP.

4.6 If WELTEC is in default, the BP may, upon showing that BP has suffered damages due to such default, demand lump sum damages for each complete week of default in the amount of 0.5%, totaling not more than 5% of the price of that part of the Delivery for which WELTEC is in default. All of BP's claims due to delay of delivery or instead of delivery in excess of the above arrangement, including after expiration of a grace period set by WELTEC, are excluded.

4.7 BP's withdrawal from the delivery agreement is always predicated on the following:

WELTEC is in default. The BP has stated in writing to WELTEC, together with a declaration of an appropriate grace as of January 2013

period, that it will refuse acceptance of the Delivery after expiration of that grace period. That period has passed, the maximum damages pursuant to the provision in the agreement have been reached, and WELTEC has not stated within 10 business days of receipt of the declaration of withdrawal that WELTEC will voluntarily continue to pay default damages beyond the limits set forth in the agreement.

§ 5

Place of Performance, Acceptance, Passing of Risk, Shipment

5.1 Place of performance for the various contractual obligations shall be governed by the statutory regulations. Unless otherwise stipulated or due to the nature of the business, the place of performance for work and services shall always be the delivery location pursuant to the agreement; Vechta shall be the place of performance for all payments,

The parties to the agreement stipulate acceptance of the item delivered. The BP will state its acceptance in writing within two weeks of WELTEC's request. Refusal of acceptance must be substantiated in writing. The substantiation must include qualified explanations about which part or delivery the BP views as incomplete or defective to a substantial extent.

5.3 Acceptance is deemed to have been given if the BP has not given notice of refusal within two weeks after receipt of the request for a declaration of acceptance according to the preceding provision or uses the delivery or part thereof:

- The BP cannot refuse to accept delivery due to immaterial deviations from the specifications of the delivery pursuant to the agreement,
- due to improper installation of the delivered item that was not performed by WELTEC, its vicarious agents or third parties engaged by WELTEC,
- to the extent that the defects stem from insufficient base plates or subsoil or,
- in the case of default or defective performance by the BP with respect to its responsibilities pursuant to the provisions of the agreement.

5.4 For all performances and partial performances (such as partial deliveries, individual components and other accessories) the risk of accidental destruction or accidental deterioration of the item delivered passes to the BP upon acceptance of delivered item by the BP or as per 5.3 with the use, unless otherwise set forth in the agreement. It is then at this point in time that the warranty period begins.

In the case of delivery ex works, the risk of accidental destruction or accidental deterioration of the item delivered passes to the BP no later than upon transfer (whereby the start of loading is determinative) to the carrier, forwarding agent or other third party contracted to execute shipment. This also applies in the case of partial deliveries. If shipment or transfer is delayed as a consequence of circumstances the BP has caused, risk passes to the BP on the day on which WELTEC is ready to ship and has given notice of the same to the BP.

5.5 WELTEC will insure the shipment against damages due to theft, breakage, transport, fire and water or other insurable risks only at the BP's express request and at its cost.

5.6 If the delivery or parts thereof are complete and cannot be put in operation for reasons for which the BP is responsible, acceptance is deemed to have been made 14 days after WELTEC gives the BP written notice that it is ready for start-up.

5.7 The above provisions apply to partial acceptances as well. The resulting costs are borne by the BP.

§ 6

Liability for Defects

6.1 The BP must provide written notice of defects to WELTEC without delay. Only express written declaration by WELTEC constitutes an acknowledgement of the defects for which written notice was given. Negotiations do not toll the statute of limitations, nor does an inspection of the delivered item by WELTEC.

6.2 WELTEC will repair or replace free of charge, at WELTEC's discretion, a delivery that exhibits a defect during the warranty period to the extent that the cause was present at the time risk passed.

Within the scope of this liability for defects, WELTEC is liable solely for replacement or repair of the defective part. In doing so, WELTEC is entitled to replace the defective parts with tested rebuilt parts.

6.3 WELTEC shall take possession of parts swapped out as part of its work, including as part of liability for defects. The prices for the replacement parts include the recompense for them.

6.4 If supplementary performance is unsuccessful after several attempts, the BP may by written declaration to WELTEC reduce compensation, repair the defect itself or have it repaired by a third party.

Due to the particularity of the item delivered there is no right of rescission. For the rest, WELTEC is liable for damages to the defective part and/or other items that result from the defective character of the parts or performance, pursuant to Sec. 7 of these General Terms and Conditions. Any more extensive or other claims or rights due to a defect are excluded.

6.5 The warranty does not apply if the BP modifies the item delivered or has it modified by a third party without WELTEC's consent or has repair work done on it during the warranty period without WELTEC's consent, unless WELTEC has failed to remedy the defect after several attempts. The BP has a right to show that its efforts in this respect did not cause the defect.

WELTEC does not make any guaranties of quality in connection with the delivery within the meaning of Sec. 444 and Sec. 639 BGB [German Civil Code]. Such guaranties require a separate and explicit written agreement.

6.7 Any claims based on defects exist only if the BP, at no cost to WELTEC, allows sufficient access to the delivered item and, if present, to operating and maintenance documentation, including inter alia access to the control system and related data for diagnostic purposes. WELTEC uses such access solely to evaluate the BP's notices of defects. This applies in particular to any duty under the agreement to list all input materials and grant access at all times to an electronic operations journal. To the extent that WELTEC cannot establish the defects for which it has been given notice or if a defect is involved for which the BP is responsible, the BP bears all required expenditures and costs incurred by WELTEC in that connection through the use of its skilled personnel.

6.8 Claims of defects do not exist with respect to defects

- that are inconsequential for proper operation of the delivered item;
- that occur due to the BP's violation of its duty to cooperate pursuant to the agreement;
- that are traceable to an unsuitable foundation;
- that are traceable to faulty performance, in particular actions at the installation site, for which WELTEC is not responsible and /or to the extent that the BP is responsible pursuant to the agreement (example: installation supervision);
- that are traceable to lack of qualification and motivation of the employees provided within the scope of the installation supervision,
- to non-compliance with directions in the original manufacturer's or WELTEC's documentation or to non-compliance with statutory directives/regulations/technical standards by the BP;
- that occur because the BP, contrary to the documentation, introduced materials contrary to regulations; - that are traceable to force majeure;
- that occur through normal wear-and-tear.

§ 7

Liability for Damages due to Negligence

7.1 To the extent that WELTEC provides technical information or serves as a consultant and this information or consultancy is not part of the contractually agreed upon scope of performance, it is provided free of charge and any liability is excluded. This applies in particular to any type of revenue estimates that are generated on the part of the BP, for instance, for financing purposes.

7.2 Regardless of the legal basis, WELTEC shall be liable for damages not incurred directly to the item delivered only in cases of intent or gross negligence. This does not apply in cases of culpable injury to life, body or health or in the case of culpable violation of material contractual duties. Liability shall be limited to reasonably foreseeable damage typical for this type of agreement.

7.3 Liability for consequential damages of any type, including for lost profit, missed savings, and damages due to downtime for the duration of repairs is excluded, with the above mentioned limitations. WELTEC is therefore regularly not liable

for loss of production, loss of data and information, providing or procuring substitute power, or for other pecuniary damages.

§ 8

Software Use

8.1 If software is included in the scope of delivery, the BP is granted a non-exclusive right to use the software delivered and its documentation. It is supplied for use on the item delivered. Use of the software on more than one system is prohibited.

The BP agrees not to remove manufacturer's information, in particular copyright notices, or to modify it without the express prior consent of the supplier.

WELTEC or the software supplier retains all other rights to the software and documentation, including copies. Issuing of sub-licenses is not permissible.

§ 9

Storage Areas

Unless contractually expressly agreed upon otherwise, BP shall make available to WELTEC the (construction) areas required for the installation of the deliverable and reserve corresponding storage areas on which the material may be stored after delivery, frost-proof and safe from the influence of third parties (theftproof), as well as being protected against infestation of pests and separate from BP's materials, with notice as to the fact that this is the property of WELTEC.

Unless contractually expressly agreed upon otherwise, it is recommended that the BP purchase respective insurance policies.

C. Special Conditions for Services

§ 10

Services

10.1 If services are the subject of the order, a service agreement is concluded between the BP and WELTEC. The agreement is concluded once it is in writing, the written order confirmation or the actual performance (of the service). For the performance of the service agreement, WELTEC reserves the right to hire agents (subcontractors) if WELTEC is the party obliged to perform the services.

10.2 WELTEC shall be informed of complaints regarding the vicarious agents no later than the first day the contractual work is being performed and/or immediately after gaining knowledge of the reason for the complaint. In the event of a justified complaint the BP shall have the right to request in writing that the agent be replaced. If the BP violates his obligation to report, he cannot derive any rights therefrom.

10.3 Deadlines and schedules for delivery for the performance of the service is information that remains subject to change and is non-binding unless WELTEC expressly identifies the time of performance in writing as binding or identifies it as a transaction with a fixed term. The schedule for the performance of the service shall always be agreed upon based on WELTEC's expected ability to perform and, as far as possible, in close cooperation with the BP. In the event of force majeure, that is, unforeseeable circumstances after entering into the agreement that are beyond the control of the contracting parties or for which they could not have taken reasonable precautions (e.g. chemical, electrochemical or electrical interference or unusual temperature or climatic influences such as lightning strikes, ice, sand storms, storms with wind velocities higher than nominal gust velocities according to the Deutschen Institut für Bautechnik [German Institute for Structural Engineering], circuit feedback or vandalism, strikes, lockouts, war, mobilization, domestic unrest), the delivery date or the period for execution of performance is extended by the period of time required to take into account in a reasonable manner the effects of such delays. The BP reimburses WELTEC for the additional costs incurred as a result of these delays as far as is reasonable. if

Notwithstanding this provision, WELTEC will meet its obligations to the extent reasonably feasible during the duration of an event of force majeure. BP shall continue to pay the amounts owed to WELTEC for the duration of the event of force majeure.

To the extent that such events significantly impede or make impossible delivery by WELTEC and the impediment is not of a temporary nature, WELTEC is entitled to withdraw from the agreement.

In the case of temporary impediments, delivery periods are extended or delivery dates are postponed by the duration of the impediment plus an appropriate period of preparation.

WELTEC is entitled to make partial delivery at any time unless this is unreasonable for the BP.

10.4

10.4 Meeting the agreed-upon schedules presupposes that prior to WELTEC performing the service, BP obtains and furnishes to WELTEC all documents, drawings, presentations, plans, authorizations, releases that were subject to the obligation to cooperate, that BP complies with agreed-upon payment conditions as well provision of materials, information and facilities that are necessary for WELTEC to successfully and completely provide the services. Should BP not comply with its obligation to cooperate with WELTEC, the schedule for the delivery of the performance will be delayed by the duration of the delay. In case of clear contractual provisions, BP shall be in default even without a separate indication of an impediment.

10.5 If the provision of the service is delayed due to a circumstance that is the responsibility of BP or if it is at its request, WELTEC shall have the right to demand

compensation for the additional expenditures that were necessitated.

BP shall be entitled to prove a lesser damage on a case-by-case basis.

10.6 WELTEC shall have the right to refuse to carry out the services as a whole or in part, and independent of contractual obligations resulting from the offer if there are reasons or reasons become known later that make it impossible for WELTEC to fulfill the contract. A major reason for this would be, for example, the exceeding of the credit limit granted by WELTEC or negative results from a credit check (e.g. with Schufa, Creditreform, Bürgel, etc.).

10.7 A separate agreement will be concluded in the event that, in addition to performing a service, the order for WELTEC includes a contractual obligation to manufacture or supply a plant or deliver an item. The provisions regarding the contract for work and services shall apply accordingly.

§ 11

Remuneration, Terms of Payment

11.1 For the services specified, BP shall pay WELTEC the remuneration agreed upon in the individual agreement or specified in the offer. All prices are net prices and do not include the value added tax in effect in the respective country of delivery (place of performance). Agreed-upon hourly rates are calculated in full without deducting break times and apply to every started hour. Unless otherwise agreed upon, the minimum call is 1 hour, per day and per booked service call, meaning that even if the service call is less than 1 hour, at least 1 hour per service technician shall be remunerated by the Customer, plus driving time and travel expenses.

11.2 Unless expressly agreed upon otherwise, WELTEC shall always provide its services - in particular in case of new customers - only against payment in advance. A discount will be taken into account for the advance payment should a discount have been contractually agreed upon.

a) If BP is in default with its advance payment, WELTEC shall have the choice of demanding the advance payment or sureties for the entire amount of the order within a grace period it shall set for BP. After the grace period has elapsed without results, WELTEC may back out of the agreement and demand compensatory damages.

b) If WELTEC starts to provide services for the time being without an advance payment or after only a partial advance payment, it shall still be entitled, at any time, to make the further provision of services conditional on the payment of the total amount in advance for the order, minus a discount possibly granted. Starting the service without advance payment shall not mean that WELTEC is waiving its right to demand an advance payment in the amount of the order total.

c) If WELTEC justifiably and/or understandably demands the advance payment for an order it already started and makes the continued performance conditional on the advance payment, then BP must, in order to guarantee a continuation of the order

without problems, prove the payment of the advance by means of suitable documentation or by paying in cash. In its own interest, BP shall make the advance payment and, where applicable, provide the respective proof of payment immediately.

d) Should BP, despite being requested to do so, not make the advance payment immediately and prove this with the respective documentation, then WELTEC shall be entitled to withdraw from the agreement and demand compensatory damages.

e) Within the framework of project processing and upon providing concrete reasons, WELTEC shall in principle be entitled to request from Client sureties in a reasonable amount in the form of bank guarantees for the unfinished contractual obligations.

11.3 The invoice amount shall be due upon receipt of invoice without any discount if WELTEC has not made use of its right to advance payment and to the extent that WELTEC's offer or the invoice do not provide for anything different.

a) Within the scope of invoicing, it shall suffice for payment to become due if the invoice has been sent by fax.

b) Discounts shall require a separate written agreement and/or the express reference thereto and shall otherwise be subject to the content of the offer. The timing of either the crediting of the amount owed to the account of one of the business accounts of WELTEC or the hand-over of the payment in cash shall be determinative for determining the timeliness of any payment and discounting.

c) In the case of transfers to WELTEC's business account at a bank or savings and loan in Germany, all potential banking fees and other transfer fees shall be borne by Customer.

11.4 Unless otherwise agreed upon in writing, all payments shall be effected by bank transfer. Checks will be accepted only for settlement and in case of special agreement. Failure to meet specified payment deadlines shall entitle WELTEC, without any additional reminder, to assess default interest in the amount of 8% per annum above the respective base interest rate of the European Central Bank. Reserving the right to assert higher damages in the event of default shall remain unaffected.

11.5 WELTEC shall be entitled to credit payments by BP to older amounts due first. If the payment default has already caused costs and interest, then WELTEC shall be entitled to credit the payment first to the costs, then to the interest and lastly to the main debt. Should Customer set up a different payment mode, WELTEC shall be entitled to refuse the payment.

11.6 To the extent that the agreed-upon payment conditions are deviated from without due cause, WELTEC may also, independent of Section 10 Para. 2, alternatively demand cash payment, intermediate inputs or surety. All outstanding amounts shall become due immediately, including those for

which WELTEC had accepted a bill or for which a payment plan had been agreed upon.

11.7 The payment terms granted consists of the credit limit granted by WELTEC for each individual order. Open payment obligations from currently existing or previous agreements will also be taken into account when setting the current credit limit. If the respective currently specified credit limit is exceeded, WELTEC reserves the right to demand the remaining value for the order as advance payment. Even in the event of a change in the creditworthiness that occurred subsequently or in case the BP exceeds its credit limit, WELTEC shall be entitled to exercise its rights specified in Sect. 10 Para. 2 and Para. 6.

11.8 Should BP continue to be in default with the payment of an agreed-upon partial payment or the total amount, despite a supplementary request to pay, WELTEC may, in addition, terminate the contractual relationship without notice.

§ 12 Liability

12.1 WELTEC's liability for damages, regardless of the legal basis, shall be governed by this section.

12.2 WELTEC shall not be liable

a) in case of simple negligence of any of its organs, legal representatives, employees or other vicarious agents, b) in case of gross negligence by its non-executive employees or other vicarious agents, to the extent that this does not involve the breach of significant contractual obligations.

Insofar as WELTEC on principle is liable for damages in accordance Sec. 2, this liability shall be limited to damages, which WELTEC had anticipated upon conclusion of the contract as a potential consequence of a violation of the agreement or should have anticipated, taking into consideration the circumstances it knew or should have known had it applied due diligence.

12.4 In case of a liability for simple negligence, WELTEC's obligation to pay damages for damage to property or personal injuries shall be limited to the amount of EUR 10 million per incident (corresponding to the current coverage amount of WELTEC's liability insurance or liability insurance), even if this is with respect to a violation of an obligation essential to the agreement.

12.5 The above exclusions and limitations of liability shall apply in full for the benefit of the organs, legal representatives, employees and other vicarious agents of WELTEC.

12.6 To the extent that WELTEC provides technical information or serves as a consultant and this information or consulting does not belong to the owed, contractually agreed upon scope of services, this is done free of charge and under exclusion of any liability.

12.7 The restrictions of this section shall not apply to the liability of WELTEC for willful behavior, for injury to the life, body or health of a person or for violating essential contractual

obligations.

§ 13

Termination

13.1 Both parties may cancel the agreement only for cause. An important reason in particular shall exist if facts emerge which, taking all circumstances of the individual case into account and considering the interests of both parties, are such that the terminating party cannot be reasonably expected to continue with the execution of the contract

If BP terminates the agreement without cause or if WELTEC terminates it for an important reason that is the responsibility of BP, WELTEC will keep the full amount of the still open or anticipated remuneration entitlement less all expenditures saved. The partners to the agreement may reserve the right to furnish proof of higher or lesser damage.

13.2 Any termination must be in writing.

§ 14

Deficiency Regulation, Cancellation

14.1 If a withdrawal takes place more than eight days before the start of the project, BP shall compensate WELTEC 50% of the total of the agreed-upon remuneration. If a withdrawal takes place less than eight days before the start of the project, BP shall compensate WELTEC the total of the agreed-upon remuneration. WELTEC reserves the right to assert further claims for damages.

14.2 BP shall retain its right to furnish proof that in an individual case a lesser reimbursement amount must be set as being reasonable.

§ 15

Prohibition to Offset

BP shall be entitled to offset only to the extent that such counterclaims are not disputed or are legally undisputable or if their legitimacy is so obvious that a challenge thereto would constitute a misuse of the law. BP shall be entitled to a right of retention only to the extent that its counterclaim is based on the same contractual relationship.

D. General Final Provisions for all Business of WELTEC BIOPOWER GmbH

§ 16

Confidentiality

16.1 The parties to this agreement will keep confidential the contents of an agreement and all business and operating secrets and confidential information that one party receives

from the other in connection with this agreement or its execution in whatever form and not disclose it to third parties without the express written consent of the other party. Press releases and other publications in connection with an agreement shall generally be permitted for advertising purposes; any publications for other reasons require the consent of the other party to the agreement.

16.2 The above provisions do not apply to the extent that one party to the agreement is obligated to disclose such information based on statutory provisions, an enforceable order of a governmental agency or a court, or based on securities exchange rules. The party concerned will, however, also in such a case inform the other party in advance, to the extent legally permitted and feasible under the circumstances, and consult in advance with the other party regarding the contents of the declaration.

§ 17

Particularities in Effect Abroad

The BP abroad is obliged to inform WELTEC of any particularities that may arise from the legal provisions when dealing with the authorities, employees, institutions, banks and similar, and of safety and environmental requirements that are relevant during the construction phase and for the later operation of the plant, as well as ultimately of country-specific rules of behavior that affect the stay of WELTEC employees in the country but which, possibly, might be outside of that which is known generally. This should ensure a positive effect on the smooth operation of the construction phase.

§ 18

Miscellaneous Provisions

18.1 The law of the Federal Republic of Germany shall apply with the exclusion of the UN convention on the international purchase of goods.

18.2 Revisions of and amendments to an agreement that has been signed and waiver of a right arising from a signed agreement under this agreement must be in writing to be valid, provided the law does not prescribe a stricter form. The same applies to any waiver of this requirement of written form.

18.3 Should the contractual partner be a businessman, a legal entity under public law or a special fund under public law, the court of venue for commercial business dealings is agreed to be Oldenburg (Amtsgericht Vechta, Landgericht Oldenburg).

18.4 To the extent that signed agreements or these General Terms and Conditions exhibit gaps, those legally valid provisions that fill those gaps that the parties to this agreement would have agreed upon if they had known of such gaps, according to the economic goals of this agreement and the purpose of these General Terms and Conditions, shall be deemed to have been agreed upon. This shall also apply to signed agreements if individual provisions that do not arise out of the General Terms and Conditions are or become invalid.



Vechta, 31 January 2013,

WELTEC BIOPOWER GmbH