

Humboldt Wedag, Inc.

GENERAL TERMS AND CONDITIONS FOR THE SALE OF TECHNICAL SERVICES

The following terms and conditions ("General Terms and Conditions") apply to all technical services provided by Humboldt Wedag, Inc. ("Service Provider") to a customer ("Customer") and form integral and binding part of the contractual relationship between Customer and Service Provider.

§ 1 Effective Date of Contract

An enforceable contract ("Contract") between Service Provider and Customer becomes effective and mutually binding on the day ("Effective Date") when Service Provider signs and submits an order confirmation, or a signed copy of the Customer's purchase order or otherwise notifies the Customer by e-mail or other sufficient documentary form that the Service Provider agrees to the Customer's purchase order ("Order Confirmation"). The Order Confirmation including these General Terms and Conditions shall be the sole and only Contract document.

Customer and Service Provider agree that a Contract has been established even if Customer's purchase order and Order Confirmation deviate in their contents except if the Customer contested the Service Provider's Order Confirmation in writing or by telefax or e-mail within one week upon receipt of the Order Confirmation. If an Order Confirmation is contested by the Customer, a Contract shall not be deemed established until the parties agree to a content of the Order Confirmation acceptable to both parties. Such acceptable Order Confirmation shall be re-issued by the Service Provider and the Contract becomes effective on that day.

These General Terms and Conditions apply to the Contract. General terms and conditions of Customer, if any, shall not become applicable.

§ 2 Remuneration for Services

The Customer shall pay to the Service Provider the remuneration stipulated hereunder, which amounts are net amounts, not considering any value added taxes, sales taxes or other taxes that might be or become applicable:

Hourly Rate for Inspections: The Service Provider may charge the Customer a rate of USD 150.00 per man-hour for inspection services.

Hourly Rate for Erection/Installation Advisory Services: The Service Provider may charge the Customer a rate of USD 150.00 per man-hour for advisory services related to the erection/installation works.

Hourly Rate for Commissioning Advisory Services: The Service Provider may charge the Customer a rate of USD 200.00 per man-hour for advisory services related to commissioning.

Travel Flat-Rate: Travel time will be charged on a daily basis at a rate of USD 1,250.00 per day, based on a maximum of 12 hours per day (additional hours of travel will be charged at the hourly rates mentioned above). In the case of travel undertaken on weekends and/or Holidays (as defined below) the rate will be USD 1,750.00 per day.

Surcharges: The following surcharges shall be paid for performed overtime in addition to the regular remuneration:

- 50% for man-hours worked exceeding 8 hours per day and/or 40 hours per week as well as for all man-hours worked on the same day of traveling,
- 100% for man-hours worked on Saturdays, Sundays and Holidays which are New Year's Day, Easter Sunday, May 1st, Whitsunday, Thanksgiving, Day after Thanksgiving, Day of Christmas Eve and Christmas Day.

All above rates are valid for the particular quotation where these General Terms and Conditions are attached to, if not otherwise specified by Service Provider in the quotation or Order Confirmation.

§ 3 Compensation of Expenses / Daily Allowance

The remuneration does not cover the Service Provider's costs and expenses arising as a consequence of the performance of technical services including, but not limited to, airport transit, economy flight tickets (for uninterrupted flights over 6 hours the Customer agrees to compensate business class tickets), local transportation, accommodation, visa application fees, taxes, etc. (excluding food and beverages). All such costs and expenses shall be paid by the Customer to the Service Provider plus 10% handling fee in addition to the remuneration against the presentation of respective vouchers and documents. A daily allowance of USD 85.00 per person per calendar-day throughout the Service duration, including travel and idle days, shall be paid in addition to the above plus an administration flat fee of USD 75.00 which will be charged per job assignment per person.

§ 4 Taxation

The Contract price does not include any taxes applicable to the Contract and the Service Provider's performance of such. If any taxes or similar levies will be raised in due respect of Service Provider performing the Contract, such taxes or similar levies shall be paid either directly by Customer to the imposing tax authorities or the Service Provider may revise its invoice by grossing up the amount by the tax amount or Customer shall reimburse Service Provider against a debit note in addition to the Contract price.

§ 5 Currency

The Contract price shall be stated in the official currency of the United States of America, i. e. the U.S. Dollar (currency sign: \$ / banking code: USD).

§ 6 Terms of Payment

If not otherwise stipulated in the Order Confirmation, payment is to be made 100% net cash, within 30 days after receipt of time sheets and invoice.

§ 7 Delay Interest

Irrespective of the particular applicable terms of payment, the Service Provider shall become entitled to charge the Customer in addition to the Contract price a late payment fee of 2% of the invoice amount per month, or part thereof, of delayed payment in the event that the payment is not made by Customer by the applicable due date.

§ 8 Assignment

The Contract shall be personal to each of the parties and shall not be assigned or transferred by Customer to a third party or affiliate without first obtaining the prior approval in writing of Service Provider. The contracting of sub-suppliers, in order to perform Service Provider's obligations under the Contract shall, however, be Service Provider's right notwithstanding the above.

Service Provider shall have the right to assign the Contract with all its rights and obligations to any affiliate with the prior written consent of the Customer, which consent shall not be unreasonably withheld.

§ 9 Language

All correspondence, documents, drawings and all technical documentation that comes along with the supplies will be furnished in English language.

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§ 10 Working Time

The normal working time comprises 8 hours per working day (5 days per week – i. e., from Monday through Friday) for technical services to be carried out. Hours worked in addition to this are deemed to be overtime and are subject to the additional overtime surcharges set forth above. Work performed on Saturdays, Sundays and/or Holidays will be subject to a surcharge that is charged additionally to the daily working rate as set out above. The working time is deemed fully performed where the work activity cannot be performed by the Service Provider's personnel, wholly or partially, due to reasons for which the Service Provider is not responsible.

Travel time, including time for local transportation from and to the site where the services are to be performed is considered working time.

§ 11 Customer to Request

The Service Provider's personnel shall be delegated within three weeks to the place of performance of the technical services as instructed by the Customer by written request. Such written request must make reference to the Contract, and must show the number of personnel and type of technical services requested. An unbinding recommendation of the Service Provider can be requested beforehand.

§ 12 Transportation

The Customer is responsible, where required, for the local transportation of the personnel between the local accommodation and the place of performance of the technical services. If it is not possible for the Customer to provide local transportation, the costs incurred in using a taxi and/or hiring a car shall be borne and paid by the Customer plus 10% handling fee.

§ 13 Plant Site

The Customer is responsible (at no charge to the Service Provider) at the place of performance of the technical services for the provision of suitable and securable offices equipped with air conditioning, heating, telephone and fax, internet, as well as suitable and securable rooms for the storage of tools and machine components, as well as sanitation facilities. All necessary fuels and consumables are provided by the Customer to the personnel free of charge. The Customer must expressly instruct the personnel about the safety regulations and guidelines applicable to the place of performance of the technical services and the Customer must undertake all necessary measures for the prevention of accidents and sickness. The Customer, in particular, must ensure the provision of warning signs in the vicinity of track areas and on crane runways and that the necessary safety and fire extinguishing precautions have been implemented when working in areas where risks of fire or explosion are existent.

§ 14 Leave Entitlement

Personnel are entitled to a journey home with annual leave entitlements following a delegation period of four or more months. The Customer will in such cases assume the costs of travel.

§ 15 Work Permits / Regulations

If a work permit and/or residence permit is required for the delegation of the personnel to the place of performance of technical services, the Customer will give with best efforts assistance in obtaining the necessary permissions and/or documents and will be responsible for the costs incurred in this connection. Where particular regulations, customs or conventions apply in relation to the place of performance of

technical services, which deviate from standard conventions prevalent in the western cultural environment, the Customer is responsible for informing the personnel in relation to these.

§ 16 Service Provider's Right to Withdraw

The Service Provider reserves the right to withdraw its personnel from the place of performance of technical services immediately if (i) a hazardous or dangerous incident of any nature and kind (including but not limited to natural hazards, severe or abnormal weather, natural catastrophes, chemical hazards, extremist or violent acts of individuals and/or organizations and/or states, commotion, riots, etc.) occurs or is not unlikely to occur that puts the health and/or life of the personnel at risk, (ii) the Customer does not comply with applicable health, safety and/or labor rules and laws, (iii) a governmental office or representative give official travel warning for the country/area where the place of performance of technical services is located, or (iv) the Customer is in delay of payment for 30 days or more.

§ 17 Acceptance of Technical Services

Technical services shall be accepted by the Customer immediately after performance of such service, unless the Customer has justified reason to reject the technical services, in part or in full. In case of doubt, any technical services shall at the very latest be accepted by the act of paying for the relevant technical services.

§ 18 Warranty

The Service Provider warrants that the personnel chosen for the technical services purchased by Customer is qualified and experienced to perform such technical services.

In the event that the Customer and the Service Provider agree that delegated personnel were wrongly chosen by Service Provider, being not qualified and experienced, the Service Provider shall substitute the wrongly chosen personnel by qualified and experienced personnel able to perform the purchased technical services.

If the Customer does not make claim under this warranty during the time when Service Provider's personnel are still on site, the warranty rights are forfeited. Payments for services may not be withheld or reclaimed once the Customer's warranty rights expire. A mutually signed time sheet shall in this respect constitute proof that the Customer did not make claim under this warranty during the time period covered by the time sheet, except as noted in writing on the time sheet.

§ 19 Liability for Personnel

The Service Provider is liable for the actions of the delegated personnel within the limits of liability set out herein. The Service Provider does not assume any liability for actions undertaken by parties or persons other than its personnel, nor does Service Provider accept liability for actions undertaken by the Customer or third parties while ignoring or incorrectly performing the instructions of Service Provider's personnel.

§ 20 Independent Contractor

The Contract does not constitute or create a general head office, branch office, joint venture, partnership, franchise or employer-employee relationship between the Customer and the Service Provider nor Service Provider's personnel. The Service Provider is an independent company with respect to the obligations of and technical services provided by the Service Provider under the Contract.

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§ 21 Confidentiality

Over the lifecycle of the Contract, the Parties might exchange various sensitive information and data, including but not limited to technical data, design data, layouts, process data, business related information, market related information, customer related information, project related information, etc. ("Information") on various media being intangible and/or tangible, including but not limited to verbal transmission, electronic transmission, electronic devices or media for electronic devices, e-mail, telefax, letter, drawings, paper, etc. ("Media") in order to mutually fulfill the Contract.

The Parties shall not disclose, distribute, copy, exploit or use, in any form, any Information, except as permitted by the other Party or as inevitably necessary to fulfill the Contract. Ownership of the relevant Media, as far as such Media can be legally owned, and intellectual property of any Information remains, howsoever, with the legal owner respectively intellectual proprietor at the time of disclosing and both Parties agree that ownership and intellectual property shall under no circumstances pass to the other Party howsoever. No licenses or rights under any patent, copyright, trademark, intellectual property, or similar right or legal construct are granted or transferred, neither expressly nor implied, by this Contract, except as for the right to use such Information to fulfill the Contract.

The Parties undertake to keep all and any Information belonging to the disclosing Party (including the terms and conditions of the Contract) strictly secret and confidential and neither Party shall disclose or permit any such Information to be disclosed or given access thereto to any third party unless permitted in writing by the disclosing Party or unless inevitably necessary to fulfil the Contract. This confidentiality agreement shall extend to all officers, directors, shareholders, representatives, successors, affiliates, agents, servants, employees, contractors, and assigns of the Parties. Each Party has the right to injunctive relief in the event of any breach or threatened breach of this confidentiality agreement.

Each Party shall protect such Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care.

The giving of access to and disclosure of Information shall not be construed as express or implied representation made as to the accuracy or completeness of such.

If the receiving Party is uncertain as to whether any information received is considered Information defined hereinabove, it must treat the information as if it was such Information and as not being in the public domain unless and until the disclosing Party agrees in writing that the information is in the public domain.

The receiving Party shall not be bound to keep confidential any Information if and to the extent that:

- the information is, or becomes part of the public domain otherwise than by breach of this Contract;
- the information becomes known to the receiving Party from a source other than the disclosing Party;
- the information is disclosed by disclosing Party to a third party without restrictions on its disclosure;
- the information is independently developed or discovered by the receiving Party not as a result of any activities relating to the Purpose;
- the receiving Party may disclose Information in accordance with judicial or other governmental order, provided it shall give the disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent; or
- the disclosing Party has authorized in writing the disclosure of the relevant Information.

The Parties acknowledge that any damage resulting from a breach of the confidentiality agreement might not be calculated or appraised in a mathematical way due to the complex and intangible nature thereof. However, the Parties acknowledge that their Information is of significant value and any breach of the confidentiality agreement is likely to result in substantial disadvantages, losses and/or damage that cannot be defined or reasonably foreseen at the time of signing this Contract. Therefore, the Parties agree that liquidated damages of USD 50,000.00 per incident of breach of this confidentiality agreement shall be paid by the breaching Party to the damaged Party, the damage of which shall be deemed to have taken place by a breach without the damaged Party having to produce proof if and to which extent it may have suffered such damage. The Parties further agree that the above agreed liquidated damages shall not be the exhaustive and conclusive relief and compensation to a damaged Party, but that the liquidated damages rather are an additional relief and compensation to any other relief and/or compensation a damaged Party might seek under this Contract and under applicable laws.

The Parties agree that any tangible or appropriate intangible media shall, after the Purpose is fulfilled or at any other time as required in writing by the disclosing Party, be destroyed or returned to the disclosing Party as the latter decides. However, for legal purposes, as far as required by law, the receiving Parties may archive Media including the therein-contained Information in order to fulfill governmental requirements.

The rights to use Information as granted under this confidentiality agreement cease to exist upon full performance or other termination of the Contract, not affecting any other rights provided by law however, whereas the obligations entailed by this confidentiality agreement survive any termination and remain binding without time limitation.

§ 22 Termination

Without prejudice to any other rights or remedies and subject to undertaking the remediation procedure as described hereafter, either party shall be entitled to terminate the Contract immediately by written notice to the other party, in case:

(i) The other party is in breach of any of its obligations under this Contract and the party in default has failed to commence to remedy such breach within 30 days of a notice having been served by the first party specifying the breach and requiring its rectification or such defaulting party thereafter fails to promptly and diligently carry out such remedy (or to complete such remedy within 60 days after the date of the notice); or

(ii) The Service Provider is in material breach of its obligations in respect of the Contract, Customer shall give Service Provider written notice and Service Provider shall promptly, within 24 hours, begin action and will cure the default within 10 days, if feasible, or if completion of such cure is not feasible within such 10 day period, Service Provider shall promptly and diligently carry out such cure to completion (and complete such cure within 60 days after the date of Customer's notice). If Service Provider fails to cure such default, Customer may terminate the Contract in whole or in part. In such event, Service Provider's liability shall be limited to additional direct excess re-procurement costs incurred by Customer to purchase substitute products for the terminated products to a capability not exceeding that provided in the specifications, at a cost not exceeding the price for the terminated portion of the order included in the Contract.

Without prejudice to any other rights or remedies, either party shall be entitled to terminate this Contract immediately on written notice upon the occurrence of any of the following events:

(iii) A petition is presented or proceedings are commenced or an effective resolution is passed for the winding-up, insolvency, judicial management, dissolution or bankruptcy of the other party, or a petition

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is presented or proceedings are commenced or an effective resolution is passed for the appointment of a liquidator, receiver, administrator, trustee, judicial manager or similar officer of the other party, or (iv) The other party ceases, or threatens to cease, without good reason to carry on its business or any substantial part thereof or the other party is subject to a change of ownership of its shares resulting in 50% or more of the issued share capital of the company becoming legally or beneficially the property of a new owner, unless such new owner is an existing parent company or affiliate of the party which presently owns the party to this Contract which is subject to the change of ownership.

§ 23 INDEMNITY

A PARTY IN DEFAULT, NOTWITHSTANDING ITS LIMITATION OF LIABILITY UNDER THE CONTRACT, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, AFFILIATES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, PENALTIES, FINES, LOSSES, COSTS OR OTHER LIABILITIES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH OF PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF THIRD PARTIES, CLAIMS FOR WRONGFUL DEATH, AND ALL RELATED LEGAL FEES, INCLUDING TO ENFORCE THIS INDEMNIFICATION, ETC. (COLLECTIVELY "LOSSES"), TO THE EXTENT DIRECTLY CAUSED BY NEGLIGENT ACTS OR OMISSIONS OR WILFUL MISCONDUCT IN PERFORMANCE OF THE CONTRACT BY THE PARTY IN DEFAULT. HOWEVER, A PARTY SHALL HAVE NO OBLIGATION TO THE OTHER PARTY AS TO THE EXTENT SUCH LOSSES ARE SOLELY ATTRIBUTABLE TO THE DEFAULT OF THAT OTHER PARTY.

§ 24 LIMITATION OF LIABILITY

THE PARTIES EXPRESSLY AGREE THAT THEIR RESPECTIVE RIGHTS, OBLIGATIONS AND LIABILITIES AS PROVIDED FOR IN THE CONTRACT AND THESE GENERAL TERMS AND CONDITIONS SHALL ALONE GOVERN THEIR RIGHTS, OBLIGATIONS AND LIABILITIES UNDER THE CONTRACT. ACCORDINGLY, THE REMEDIES PROVIDED UNDER THE CONTRACT IN RESPECT OF OR IN CONSEQUENCE OF ANY BREACH OF THE CONTRACT, ANY NEGLIGENT ACT OR OMISSION, DEATH OR PERSONAL INJURY OR LOSS OF OR DAMAGE TO ANY PROPERTY – SAVE IN THE CASE OF FRAUD, FRAUDULENT ACTS, WILFUL MISCONDUCT OR ILLEGAL ACTS – SHALL BE COMPREHENSIVE, CONCLUSIVE AND TO THE EXCLUSION OF ANY OTHER REMEDY THAT EITHER PARTY MAY HAVE AGAINST THE OTHER UNDER THE LAW GOVERNING THE CONTRACT.

THE SERVICE PROVIDER SHALL NOT BE HELD LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFIT, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF PRODUCTION OR FOR ANY FINANCIAL OR ECONOMIC LOSS, WHATSOEVER, THAT MAY BE SUFFERED BY THE CUSTOMER, EXCEPT IN CASES OF FRAUD, FRAUDULENT ACTS, WILFUL MISCONDUCT OR ILLEGAL ACTS BY THE SERVICE PROVIDER.

THE SERVICE PROVIDER'S TOTAL LIABILITY UNDER THE CONTRACT, INCLUDING BUT NOT LIMITED TO LOSSES, INDEMNITIES, WARRANTY AND GUARANTEE CLAIMS, STRICT LIABILITY, BREACH OF CONTRACT, DELAYED DELIVERY DAMAGES, LIQUIDATED DAMAGES, DAMAGE TO CUSTOMER'S PROPERTY, TERMINATION AND/OR CANCELLATION OF CONTRACT, LAWSUITS (INCLUDING ATTORNEY FEES), TORT

AND/OR ANY OTHER RIGHTS OR CLAIMS UNDER CONTRACT, LAW, EQUITY OR OTHERWISE, SHALL BE LIMITED TO 10% OF THE TOTAL OF THE AMOUNTS PAID TO SERVICE PROVIDER FOR THE TECHNICAL SERVICES PROVIDED HEREUNDER, EXCEPT IN CASES OF FRAUD, FRAUDULENT ACTS, WILFUL MISCONDUCT OR ILLEGAL ACTS BY THE SERVICE PROVIDER.

EACH AND ALL RIGHTS NOT ACTED ON BY THE CUSTOMER AGAINST THE SERVICE PROVIDER SHALL BE BARRED THE EARLIER OF (A) THREE YEARS AFTER THE CONTRACT CAME INTO FORCE, OR (B) HALF THE TIME OF ANY OTHERWISE APPLICABLE STATUTE OF REPOSE AND/OR STATUTE OF LIMITATIONS.

THE TERMS AND CONDITIONS OF THIS LIMITATION OF LIABILITY CLAUSE SHALL SURVIVE ANY TERMINATION OF THE CONTRACT.

§ 25 Insurance

The Service Provider maintains insurance coverage at his discretion, copies of the policy faces and coverage limits of which can be made available to the Customer on request. The Service Provider's insurance policies and coverage limits are deemed to be sufficient and accepted by the Customer.

The Service Provider does not and will not change his existing insurance policies, contract other insurance policies, or co-insure the Customer or third parties unless specifically agreed in writing by the Service Provider.

During the term of this Contract, Customer shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than USD 5,000,000 with financially sound and reputable insurers. Upon Service Provider's request, Customer shall provide Service Provider with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in this Contract. The certificate of insurance shall name Service Provider as an additional insured. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Service Provider's insurers and Service Provider.

§ 26 Force Majeure

The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 180 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Contract.

§ 27 Governing Law

For the effectiveness, performance, termination, and interpretation of and legal judgment over the Contract and its terms and conditions, including the General Terms and Conditions, the federal laws of the United States of America and the state laws of Georgia shall apply, without giving effect to any choice or conflict of law provision or rule

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that would cause the application of the laws of any other jurisdiction and without giving effect to the "United Nations Convention on Contracts for the International Sale of Goods" of April 11, 1980.

§ 28 Dispute RESOLUTION

A party ("Complaining Party") that believes that the other ("Responding Party") is in breach of the Contract in any particular, shall deliver written notification to the Responding Party, setting forth in reasonable detail the breach for which the Complaining Party seeks redress, along with a specific request for relief. The Responding Party shall acknowledge receipt of the aforementioned notification in writing within 5 days and shall furnish a written reply detailing steps to resolve the matter within 10 additional calendar days. Upon receipt of the reply, the Complaining Party shall provide written notice to the Responding Party either that the dispute has been resolved satisfactorily or that the Complaining Party is invoking the escalation procedure set forth in this section within 5 days.

In the event that the parties are unable to resolve a dispute in the manner described in this section, each party agrees to designate a single representative to attempt to resolve the dispute via good faith direct discussions. Each party's representative shall have all necessary authority to bind the party contractually and to resolve the dispute. The designated representatives shall meet in an effort to resolve the dispute. If, after reasonable efforts to reach an amicable resolution, either party believes an impasse has been reached, it may elect to refer the dispute to mediation in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") including any applicable supplementary procedures for International Commercial Mediation. Each party shall be responsible for one-half of all costs and fees assessed by or through the AAA (including mediator fees).

If, after reasonable efforts to mediate the dispute, either party or the mediator declares in writing that an impasse has been reached, or if neither party elects to refer the dispute to mediation within 90 days following the commencement of the parties' good faith direct discussions, the dispute shall be submitted to, and determined by, binding arbitration under the Commercial Arbitration Rules of the AAA, including the Supplementary Procedures for International Commercial Arbitration. The arbitrator shall have no right to change, add to or subtract from any of the provisions of this Contract, shall not extend its authority where specifically limited herein and shall not exceed any limitations provided in this Contract. Any award rendered in such proceedings shall be final and binding on the parties thereto, and judgment may be entered thereon in any court having jurisdiction thereof, including the state and federal courts in Georgia. The arbitration shall be conducted by a single arbitrator, appointed by the parties or, failing agreement, appointed by the AAA. The arbitration shall be held in Atlanta, Georgia, in the English language. The award shall be final and there shall be no right of appeal. The arbitrator shall have the power to award costs including the costs of the arbitration. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of any arbitration panel, appointed as provided above and sitting in Atlanta, Georgia. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of arbitration, as described above, in Atlanta, Georgia.

Any arbitration award rendered pursuant to this clause shall be final and binding on the parties and shall not be subject to appeal, and shall be enforceable in any court of competent jurisdiction.

§ 29 Miscellaneous

No waiver by Service Provider of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Service

Provider. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

In case of absence, ambiguity, contradiction and/or doubt, the terms and conditions set out in the Order Confirmation prevail over these General Terms and Conditions.

If one or more provisions of the Order Confirmation including the General Terms and Conditions are held to be ineffective, unenforceable or illegal under the applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable, effective, enforceable and legal substitution for such provision, then (i) such provision shall be excluded, (ii) the balance of the Order Confirmation including the General Terms and Conditions shall be interpreted as if such provision was so excluded and (iii) the balance of the Order Confirmation including the General Terms and Conditions shall remain effective, enforceable and legal in accordance with its terms.