



**General Terms and Conditions for Contracts Placed with
Forschungszentrum Jülich GmbH
(as of April 2010)**

§ 1

Subject Matter and Protective Clause

Forschungszentrum Jülich GmbH – hereinafter referred to as Research Centre – executes contract work for third parties – hereinafter referred to as the Contractor – under the terms and conditions specified below, which are thus an integral part of the contract. The application of other General Terms and Conditions of the contractor is expressly deemed to be inconsistent with these conditions.

Any conflicting terms and conditions shall only be valid if the Research Centre expressly agrees to their validity in writing and if this protective clause is cancelled in writing.

§ 2

Conclusion of Contract

The contract shall become effective upon written confirmation of order, which includes the recognition of these General Terms and Conditions. Any side arrangements shall be made in writing in order to become valid.

§ 3

Contractor's Contribution

- (1) The Contractor shall provide the Research Centre with any information, data, documents or items required for the execution of the contract. The Research Centre shall return these to the Contractor after execution of the contract inasmuch as this is possible and appropriate.
- (2) The Contractor shall be liable for all and any damage incurred by the Research Centre due to incorrect information, data, documents or unusable items for which he is responsible.

§ 4**Time Schedules and Service Provision**

- (1) The Research Centre will endeavour to comply with the time schedules communicated to the Contractor. The Contractor shall have no claims arising from breach of duty or delay, unless such delay is caused by gross negligence.
- (2) The Research Centre shall be entitled, but not committed, to part performance.
- (3) Compliance with the time schedules shall in any case require the Contractor's timely contribution, as far as this is needed.
- (4) In the event of an unreasonable delay, either contracting party may rescind the contract, provided that such party is not responsible for the delay. The Contracting Parties shall promptly inform each other about such rescission of contract. Mutual compensation shall be based on the progress of performance at the time of rescission.
- (5) If the dispatch of items to the Contractor is delayed by more than three months from notification of readiness for shipment for reasons for which the Contractor is responsible, the Research Centre shall be free to decide on the further disposal or use of such items. Any costs incurred by the Research Centre in connection with and as a consequence of such delay will be charged to the Contractor's account.

§ 5**Prices**

- (1) Inasmuch as a cost reimbursement price is agreed upon, the prices quoted are based on current labour costs and material prices. If these should increase in the period before the notification of readiness for shipment of the items, and if more than six months have elapsed between legally binding order and readiness for shipment, the Research Centre may charge accordingly adjusted prices, provided that such price increase bears a reasonable relation to the initial price and can be reasonably borne by the Contractor. In any case, the Research Centre must inform the Contractor immediately upon obtaining knowledge of any price increase.
- (2) All prices shall be understood ex Research Centre without packaging costs, postal and freight expenses and similar shipping costs, plus value-added tax, inasmuch as legally prescribed.

Furthermore, we would like to inform you that we cannot utilize online portals. Please forward us the address to which you would like the invoice sent or alternatively your email address for PDF invoices.

In order to issue your invoice free of value added tax please let us have your tax identification number.

3 Time schedule

The estimated time required to complete the work is approximately two months after you have placed your order.

Please contact Dr. Heye Bogena from our Institute of Bio- and Geosciences, Agrosphere (IBG-3), ☎: ++49 2461 61-6752 or at h.bogena@fz-juelich.de for all time schedule related or technical questions.

4 General terms and conditions

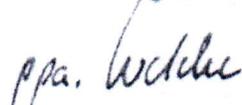
The execution of your order will be based on our enclosed "General Terms and Conditions for Contracts Placed with Forschungszentrum Jülich GmbH" (as of April 2010).

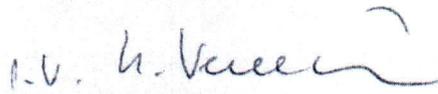
In addition to our above mentioned conditions we have to point out that the offer will be binding for us for three month.

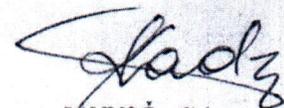
We will be pleased if our quotation meets your requirements and we are looking forward to receiving your order. Please address your order to Forschungszentrum Jülich GmbH, External Funding Management, External Funding Applications, D-52425 Jülich, Germany, specifying our reference number Z1015.15.19.

Yours sincerely,

Forschungszentrum Jülich GmbH


p.p.a. Immo Wetcke


i. V. Prof. Dr. Harry Vereecken


LAMMC Žemdirbystės instituto
direktore
Žydrė Kadžiulienė

Enclosure

§ 6
Terms of Payment

- (1) Unless otherwise agreed,
 - 50 % of the agreed price shall be due for payment three weeks after confirmation of order
 - the balance plus any incidentals three weeks after execution of the order and invoicing by the Research Centre.
- (2) The amounts invoiced plus value-added tax shall be payable net cash, in particular, postage and charges paid.
- (3) Any offsetting against counterclaims contested by the Research Centre shall be excluded, unless there has already been a legal decision on the reasons for the claims and the amount.

§ 7
Operating Failures

Should the execution of the order become impossible due to force majeure, strike, lockout, operating failures, delay in the delivery of essential raw and building materials or the like, the Research Centre shall be entitled to rescind the contract either wholly or in part. In this case, the Research Centre shall promptly inform the Contractor and refund any considerations already received.

§ 8
Warranty

- (1) Contracts will be executed by the Research Centre with qualified personnel and with the diligence it usually employs in its own affairs using its latest scientific and technical know-how.
- (2) The Research Centre cannot warrant that the expectations involved in the task with respect to the work results to be achieved will actually be fulfilled in the course of scientific work. A warranty is excluded insofar as the underlying contract relationship concerns a topic in the field of scientific research and development, which includes scientific, experimental or theoretical work to obtain new knowledge about unknown scientific principles, phenomena or facts.
- (3) In the event of failing to exercise its usual care, the Research Centre shall be obliged to subsequently perform its contractual task. If subsequent performance fails, the Contractor is free to exercise his rights governed by the relevant legal provisions.

§ 9
Liability

- (1) The liability of the Research Centre or its agents for material damage incurred by the Contractor, his staff or other persons employed by him in connection with this contract shall be limited to damage caused intentionally or by gross negligence.
- (2) Limitation on liability according to paragraph 1 does not apply to damage from injury to the life, body or health of the Contractor or his agents and violation of essential contractual obligations (cardinal obligations). In this respect, the Research Centre is liable for the full extent of negligence.
- (3) With the exception of the liability cases according to paragraph 2, the liability of the Research Centre shall be limited to losses foreseeable and typical of this type of contract at the conclusion of the contract.
- (4) The foregoing paragraphs shall apply analogously to damage inflicted by the Contractor or persons specified in Paragraph 1 on the Research Centre or its agents.
- (5) In this respect, the Contracting Parties shall hold each other harmless against claims for damages by third parties.
- (6) In case of nuclear damage, liability shall be governed by the provisions of the Atomic Energy Act. Damages shall be limited to the Research Centre's existing provision for insurance cover.
- (7) Any claims arising from the Contractors' existing or separately financed insurances shall not be affected by limitations on liability according to paragraph 1 and 3. The contracting parties shall inform each other of such insurances, where applicable.

§ 10
Confidentiality

- (1) Unless otherwise agreed, the contracting parties shall be obliged to treat any information mutually communicated under the contract as confidential and bind their staff members with access to such information accordingly – even in case of their leaving the employment of the contracting parties.
- (2) Subject to the provisions of Article 11, the contracting parties shall at no time commercially utilize the information communicated to them.

§ 11**Work Result and Protective Rights**

- (1) The Contractor shall indemnify and hold the Research Centre harmless against any third party claims arising from infringements of industrial property rights due to equipment and processes built or applied according to the Contractor's special instructions.
- (2) Unless otherwise provided for in the following, the Contractor shall have the unrestricted right to dispose of the work result obtained under the contract for his own benefit.
- (3) Any proprietary know-how and other know-how beyond the work result derived by the Research Centre during preparatory work and execution of the contract shall be the property of the Research Centre.
If the work result can only be utilized making use of the Research Centre's protective rights, the Contractor shall be granted a relevant non-exclusive licence on reasonable terms and conditions.
- (4) The Research Centre shall have a non-exclusive right to use the work result and any information disclosed by the Contractor under the contract free of charge for scientific and technical purposes.
- (5) Inasmuch as the contracting parties are interested in a further utilization of proprietary and non-proprietary know-how, pre-existing know-how and know-how arising in connection with the subject matter of the contract, they shall come to an agreement meeting their mutual interests and accounting for any preliminary work.

§ 12**Publications**

- (1) The Research Centre shall be entitled to publish the work result with the Contractor's consent referring to the contributions made by the Contractor.
- (2) Consent may only be refused for good cause. Consent shall be deemed given, unless the Contractor expressly opposes publication within 6 weeks from written request.

§ 13**Data Protection**

The contract will be processed by the Research Centre using electronic data processing. To the extent required, this will also include the storage of personal data.

§ 14**Place of Performance, Choice of Law**

The place of performance and jurisdiction shall be Jülich. German law shall be applicable.

§ 15**Final Provision**

Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining terms. Such invalid provision should rather be replaced by a valid provision as close as possible to the invalid provision. The above shall apply accordingly to the closing of any gaps in the Agreement.