

**General Terms and Conditions for Trades for Construction Projects and Investment Goods of
Ebewe Pharma Ges.mb.H. Nfg.KG, Mondseestraße 11, A-4866 Unterach**

These General Terms and Conditions are binding upon all contractors of construction projects who provide investment goods as well as for all trades. Any paragraphs not applicable in an individual case shall be invalid.

Ebewe acts as the Customer and the company contracted shall act as the Contractor.

1. Basis of contract

The following documents shall, in the order given below, form the basis of the contract; they are an integral part of the contract and as such bindingly accepted by the Contractor:

- the order placed by the Customer including integrated documents
- the present General Terms and Conditions of the Customer
- the Specifications
- the plans available at the Customer's or the architect/civil engineer commissioned by him (hereinafter referred to as the "Agent")
- any official notices and approvals obtained
- the offer of the Contractor

2. Order volume

All order prices apply for the entire project and no distinction is made between building elements, floors, floor plans, construction depth, room size and the period of construction including ancillary services, unless otherwise determined in the Specifications.

The order prices include all services that are part of the scope of contract according to prevailing commercial practice.

The unit prices include all duties and additional costs, as well as extra expenses such as call-out charges, separation allowances, travel expenses, etc.

The costs of training courses, approval and acceptance certificates and the costs of reports for the services provided by the Contractor are included in the order price; only the charges in connection with the approvals granted by building and trade authorities are excluded.

If the order is placed at a flat rate for the scope of services described in the documents above, the price shall be considered a fixed price up until the completion of the project.

Before submitting his tender, the Contractor has informed himself precisely and in detail on site about the type and scope of the tendered services. With his signature on the offer, the Contractor confirms that he has gathered information about the local conditions, the location of the construction site and/or the place of installation of the plant, about access roads and any special features and that he has convinced himself that the documents and information provided to him are sufficient to precisely determine the services based on the type and scope of work. The Contractor also confirms that he has assessed all and any public and private media lines and pipes, such as water, sewer, electricity, gas, district heating, post, cable TV and the like to the extent they are required for his work. Any subsequent claims that may result from lack of knowledge of the local conditions shall not be compensated.

Any and all objections of the Contractor against the structures included in the tender documents or plans shall be made in writing at the time of accepting the order at the latest.

Throughout the entire construction period, the Contractor shall consult the Customer before fencing in the building site, guarding the premises, putting up signs and lighting the construction site. Any light installations on the work place shall be made and provided by the Contractor himself and thus be included in the unit prices.

If requested by the local building authority, the site managers and construction foremen of the Contractor shall be equipped with personal paging systems.

Storage rooms and staff accommodation shall be provided by the Contractor free of charge and set up in agreement with the local building authority of the Customer in accordance with the layout plan of the construction site. As soon as storage rooms, work areas and staff accommodation provided to the Contractor are needed for construction activities, the Contractor shall be obliged to (repeatedly) relocate the same if instructed to do so by the local building authority. This shall apply mutatis mutandis also for the building supervision office of the Customer if it is to be provided by the Contractor. The assigned storage and work areas shall be made lockable and secured by the Contractor free of charge; the Customer shall not accept any liability.

The Contractor shall take any necessary steps (also in respect of winter construction measures) to set up and protect his services from weather conditions (water, snow, frost, storm, etc.) without any specific demand to do so and free of charge. If the work is obstructed despite the respective protective measures by water, snow, mud or similar, such obstacles shall be removed without any separate remuneration.

3. Implementation of work

The scope of the order includes all tasks required to ensure the agreed functionality and perfect fitness for service of the plant that is subject of the contract, even if not explicitly mentioned in the order text.

The Contractor agrees to carry out all the work in a proper and professional manner according to the plans and information of the Customer or his Agent, the state of technology and all official rules and regulations.

If the Contractor has concerns about the type of implementation planned, about materials or the preparatory work of other companies, he shall inform the Customer or his Agent in good time about such concerns indicating his reasons in writing, but in any case by 14 days before starting the implementation of the order, to ensure that the review of his concerns does not cause any delay. Should he fail to do so, the Contractor accepts the full responsibility for implementation.

Each Contractor shall verify measurements according to existing conditions and request and review the required plans in good time before starting his work. The Customer or his Agent shall be informed of any deviations from plan or real measurements in time before start of the work.

If the Customer provides deliveries or services, the Contractor shall be responsible to check in time whether these are suitable or limited suitable for the intended use or damaged. The risk and costs incurred by non-observance of this provision shall be borne exclusively by the Contractor.

If implementation documents deviate from the documents that form the basis of the offer, a new offer describing the changed services shall be submitted before starting the work, and a new written order by the Customer shall be placed. If this is not done, the Contractor forfeits any claim for payment of any additional work and expense. If the quantities quoted for the individual items are exceeded by more than 5 % leading to a respective increase in the order sum, the Contractor shall notify the Customer immediately in writing and demand an increase of the order sum in the required proven extent. If the Contractor fails to do so, he forfeits any claim for payment of any additional quantities. Any additional services that become necessary in the course of implementation shall be carried out upon request of the Customer and shall be calculated on the basis of the main offer. The discounts granted when accepting the order shall be taken into account accordingly.

If changes and/or amendments are requested that would cause an increase in price, the Contractor shall obtain a written approval of the additional price before carrying out such work by presenting a binding subsequent offer to the purchasing department of the Customer, otherwise the additional price will not be paid. Subsequent orders are subject to the same conditions as the main order.

Scheduled work, work paid by the hour and any additional work (work required in addition to the services agreed upon in the contract) shall only be accepted if ordered in writing by the Customer.

The Contractor waives any claims for such services not approved.

In the event of blanket contracts, all scheduled works included – even if included in the Specifications – shall be in principle charged according to actual and verified costs.

Scheduled works shall be subject to the conditions of the main order. If by the time of final billing it is discovered that services for which scheduled hours were confirmed and charged are actually included in the scope of contract, the respective amounts shall be deducted from the final invoice.

Until completion of his services, the Contractor shall send representatives authorised to take decisions to any coordination meetings demanded by the local building authority and held at the facility of the Customer. No separate payment will be effected for any such participation of the Contractor's representatives.

The decisive basis for all openings and cut-outs in the shell construction shall be the final plans of the architect. If there are any discrepancies between final plans and statics plans, the final plans shall prevail.

The level-of-reference shall be prepared by the building contractor to the extent required by the local building authority without separate remuneration. The other craftsmen shall check this level-of-reference and transfer it to the places where they need it.

All building elements, materials, types of surface finishes, all built-in parts of any shape, quality, surface finish and colour, all equipment, armatures, fittings, visible joints etc. shall be sampled free of charge and unsolicited before they are ordered and approved by the Customer.

The Contractor is obliged to carry out quality checks as demanded in the relevant standards and local laws and regulations and to submit any certificates to the local building authority without being requested to do so. The local building authority is entitled to explicitly demand additional quality checks of substances, materials or building elements. The costs of the quality inspection shall be borne by the Contractor.

In the event of scheduled work ordered, the Contractor shall be obliged to keep daily logs and have them confirmed by the local building authority or the Customer daily. Such entries in the daily construction records are on principle irrelevant, even if the daily reports are countersigned by the local building authority. Any scheduled work reports not countersigned shall not be considered in the settlement; these works are considered to not have been carried out.

4. OTHER PROVISIONS

The plants / installations (in design and implementation) and/or assemblies and services must comply with the provisions of Austrian laws, the standards declared to be binding, the generally accepted rules of technology, and the relevant rules, guidelines and regulations, such as:

- the Austrian ÖNORM standards
- ÖVE rules (the plant must bear the ÖVE testing certificate); ÖVE is the Austrian Electrotechnical Association.
- the rules that apply to CE marking
- accident prevention provisions
- labour protection provisions
- official notices brought to the Contractor's attention
- etc.

The Contractor shall observe the provisions of labour and social law, and in particular the Law on the Employment of Foreigners, Federal Law Gazette no. 218/1975 as amended. For detailed information, the Contractor shall contact the Vöcklabruck Employment Office. If the Contractor intends to employ citizens from outside the EEA on the site of the Customer, he shall obtain the Customer's approval. Austrian contractors must bring the employment or posting approval to the Customer's knowledge without being specifically requested to do so; foreign contractors have to send the filled-in application to the Customer to obtain the employment and/or posting approval. Employment without permit is not permitted.

Foreign contractors are obliged to observe any payment defined by law or collective agreement for comparable work applicable in Austria for all employees employed on the Customer's site and shall transmit to the Customer any documents needed to determine the pay as well as documents certifying the registration of the employee with the social insurance body in his/her home country. The Contractor shall be liable for any costs incurred by the Customer – and in particular for any fines – due to the failure to obtain the employment and posting permit or belated obtaining of the documents or infringement of any other rules and provisions.

The Contractor shall be obliged to contact the safety and security officer of the Customer to find out about safety and security rules and regulations before taking up the work and to instruct his employees and workers accordingly.

Any sub-contracting of tasks covered by this contract or parts thereof requires the written approval of the Customer.

5. Rates and billing

The unit prices offered by the Contractor are considered to be fixed rates up to completion of the contractual services plus three months.

The unit prices offered must not be changed if individual positions are reduced, increased, removed or added.

The invoice shall be submitted in the form required by the Austrian Value Added Tax Act as amended; the order number shall be quoted in the invoice and the invoice shall be made out in one copy.

Billing must be made according to the Customer's order positions. Only one order may be billed per invoice.

Bills per measurements or bills for scheduled works may only be made based on the original performance records signed by the Customer.

For flat rate bills, the acceptance record signed by the Customer shall be enclosed with the bill.

Unless otherwise agreed, requests for payment/partial invoices may only be made after the services listed therein have been fully provided and completed. Payments, including down-payments, will exclusively be made upon the presentation of requests for payment/partial invoices of which not more than one may be submitted per month.

The review period for requests for payment/partial invoices is 15 days from the local building authority's receipt of the verifiable invoice. The Austrian ÖNORM standard applies for payment terms of partial invoices with value-added tax.

The review period for final invoices and partial final invoices for contractual services conducted within up to three months shall be 30 days, for longer periods of implementation the review period shall be 60 days; always from the local building authority's receipt of the verifiable invoice.

The Customer may specify and demand specific dates for receipt of invoices. The payment term defined in the order runs as from the end of the review periods stated above.

All the necessary documents, such as as-built plans, quantities determination, operating instructions, certificates, test books, etc. shall be enclosed with the verifiable final invoices and partial final invoices. Documents are considered verifiable if they are presented in a traceable, clearly structured form.

Requests for payment/partial invoices are considered paid when debited to the Customer's account. Down-payments shall be secured by bank guarantees.

If a payment schedule is agreed, down-payments (in proportion to the order sum), retention and discounts shall be deducted from the specified partial amounts.

If the Customer does not avail himself of cash discounts of individual requests for payment/partial invoices or the final invoice, the entitlement to deduction of cash discounts from payments already made or yet to be made shall not be affected thereby.

Any contractually agreed discounts and reductions also apply for optional items, additions, subsequent items and scheduled works.

Requests for payment/partial invoices will only be released up to a maximum of 90% of the order sum (retention already deducted) according to order. Any additional requests for payment/partial invoices can only be approved if proper orders and/or subsequent orders have been placed.

The acceptance of a request for payment/partial invoice does not automatically imply that the service rendered has been acknowledged as being according to contract. Corrections of all requests for payment/partial invoices can be made by the Customer or its Agent up to the time of the final invoice.

The Contractor is obliged to submit the final invoice within two months of completing the services. If he fails to do so, the final invoice will be prepared by the Customer at the expense of the Contractor without any further notification.

All services in connection with the construction project, including scheduled works and additional work, shall be included in the final invoice. Scheduled works and additional work shall be stated separately.

A retention of 10 % shall be withheld from each request for payment/partial invoice submitted and cannot be redeemed by means of a bank guarantee.

Any services carried out to repair construction damage (caused by an unknown person) shall be separately reported to the local building authority, documented and billed within 14 days of implementation. Any damage invoices received at a later point in time will not be taken into consideration.

6. Bonds/Guarantees

Before the contract is signed with the company's legally binding signature (order), the Contractor shall submit a performance bond to the amount of 15 % of the net order sum.

Failure to submit the bond within two weeks of the written order entitles the Customers to withdraw from the contract.

The term of the performance bond (abstract bank guarantee) is the time up to completion of the contractual service plus three months.

7. Non transferability

Any claims (or parts thereof) that the Contract has vis-à-vis the Customer must not be assigned or pledged to third parties.

The parties agree a penalty of 1.0 % of the net order sum notwithstanding any additional damage claims of the Customer for any non-observance of this provision.

8. Insurance

The Contractor shall submit an insurance policy to prove his business liability insurance to the amount of EUR 1,000,000.- minimum for personal injuries and property damage.

The Customer concludes a builder's all liability insurance for all entrepreneurs working on the building site to cover any unforeseeable damage or destruction of the construction services unless these are caused by deficient workmanship or workmanship contrary to contract.

9. Dates and deadlines

The Contractor agrees to agree with the Customer on a time schedule for his services. The Customer is entitled to determine and postpone the dates of the actual work sequence; the Contractor shall not be entitled to deduce and additional claims from such determination or postponing.

If dates are delayed by the customer, the completion date must not be delayed by more than the period by which the start of the work was delayed for reason of delayed preparatory work.

If the completion date of contractual services – but this shall also refer to individual deadlines – is exceeded, the Contractor shall be liable to pay a penalty.

The penalty per calendar day by which the agreed completion date is exceeded is in percentages of the net total (approved final invoice total w/o discounts): 0.5 %

The maximum amount of the penalty is limited to 10% of the net total.

The Customer need not submit a proof of loss for the penalty to become due. The Customer shall be entitled to claim additional damages also in the case of light negligence. The Contractor shall be liable for default of his suppliers and sub-contractors.

- 10.** If the progress of work is not according to schedule, the Contractor shall, upon written request, increase capacity accordingly. If the Contractor does not comply with such a request, the Customer may ensure increase of the capacity by commissioning third parties, without having to send another reminder to the Contractor. This measure shall have no effect on the contractual relationship between Contractor and Customer. The costs of third party work shall be deducted from the final invoice of the Contractor.

The Contractor shall be bound by the contractual conditions even if the delay up to three months has not been caused by him.

The Customer is entitled to check the progress of the work and/or production at the Contractor's premises by means of random samples. The Customer shall announce his visits beforehand and the Customer or his Agent must be granted access

to the facility of the Contractor.

The deadlines and dates specified and/or the total number of work days also include days with bad weather.

11. Liability

Up to the Customer's approval of his services, the Contractor shall bear the sole risk and liability for all his work, supplies and services as well as for all material stored by him on the construction site.

This shall also apply to all necessary protection measures during assembly, installation and construction.

The Contractor shall be liable for all damages caused on the building, the site, neighbouring plots, roads, streets and walkways caused by him or his agents; he shall take all and any precautions to protect them at this expense.

The Contractor shall in good time – but in any case 14 days before start of the construction work – have a legally sworn expert collect evidence on the structures that could be influenced by the building work.

12. Warranty

The warranty is three years, and five for sealing work.

Defects that become apparent during the warranty period and any damage caused by such defects shall be remedied by the Contractor upon a single request – without prejudice to other rights of the Customer – and free of charge within the period of time specified by the Customer (10 days, unless otherwise agreed). The remedy shall begin immediately if the objected condition is considered liable to lead to major consequential damage or in the case of imminent danger.

If the Contractor does not meet the repair request of the Customer despite being granted an appropriate period of grace, the Customer shall be entitled to have the defects and damaged remedied by third parties, with all related costs being at the expense of the Contractor and all other contractual rights of the Customer remaining valid.

Costs incurred by the Customer or his Agent in connection with determining and supervising the repair of defects of the Contractor's services shall be charged to the Contractor at the applicable 1.5 times hourly rate of civil engineering services based on the actual extent and these costs shall be borne by the Contractor. The liability escrow may also be used to cover these costs.

The Customer shall be entitled to withhold a liability escrow as a percentage of the performance total (final invoice total without deduction except discounts) plus VAT for the warranty period. When submitting a bank guarantee for the purpose of liability escrow for the warranty period plus 1 month, the full final invoice total will be paid out.

The term of validity and amount of the bank guarantee will be adjusted according to the extended warranty period following defect repair.

The warranty period shall begin at the day the Customer takes over the entire building project.

The liability escrow is 10% of the gross performance total for the time of warranty.

13. Notice of defects

Defects not claimed in the acceptance protocol shall be notified in writing within sixty days of their discovery.

14. Revolving provision

In the event of removal of defects (replacement delivery or subsequent performance), the warranty and guarantee period of the repaired parts of the plant shall start again in the originally agreed extent when the plant is returned into operation.

15. Availability of spare parts/wear parts

The Contractor warrants availability of the parts listed in the spare parts/wear parts list for ten years from acceptance of the plant.

16. Documentation

Plans shall be provided in three copies to the construction company and in two copies to other contractors free of charge.

The Contractor must not use the plans, specifications, calculations and other technical or commercial contractual documents for any other purpose than the implementation of the order without the Customer's written approval.

Work plans and assembly plans shall be submitted by the Contractor for review 14 days before beginning the work without any separate remuneration. The installation and assembly drawings shall include all measures to be taken by the customer (openings, empty pipes, etc.). Any required anchoring or fastening shall be planned in such a way that any inaccuracies inevitable in the structure can be balanced out during assembly.

After completion, the Contractor shall submit to the Customer final plans at a scale of 1 : 50 in triplicate on paper and one copy on a data carrier in WINDOWS format as a DXF file.

17. NON-DISCLOSURE

All confidential documents submitted by the Customer as well as any other confidential information and documents prepared by the Contractor on the basis of such confidential documents shall be kept confidential at all times and may only be used for carrying out the orders placed by the Customer. If requested by the Customer, the documents together with any copies made from them shall be returned when the order has been completed or if no order is placed with the Contractor. The circle of employees of the Contractor who are granted access to such information shall be limited to those people for whom disclosure is necessary to fulfil their tasks. This non-disclosure obligation shall remain valid for ten years from the signing of the offer/negotiation minutes.

The non-disclosure obligation does not apply for any information that was verifiably known to the Contractor at the time of disclosure, became known after disclosure without any action of the Contractor or was rightfully made accessible to the Contractor by third parties.

The burden of proving the presence of the above exceptions from the non-disclosure obligation lies with the Contractor.

These exceptions from the non-disclosure obligation shall, however, not refer to detailed specified information about which either the Contractor or the public possessed only very general outline knowledge.

18. INDUSTRIAL PROPERTY RIGHTS

The Contractor releases the Customer from any claims under patent, trademark, utility model, property or copyright claims of third parties and guarantees the Customer the use of the supplied/installed plant, including any software, without any restriction as to time, place and content.

Any drawings, drafts and specifications provided by the Customer shall remain his property and may only be used for the current order. Upon termination of the contractual relationship, they are to be returned free of charge if requested by the Customer.

The drawings, drafts, specifications, notifications and other data in paper and electronic form created by the Contractor and submitted to the Customer shall become the property of the Customer. The Customer acquires the transferable right of unlimited use in terms of time, space and content, without any separate compensation, including the right of duplication, change and use of the submitted plans for new projects.

19. Site authority

Site authority on the construction site and/or the place where the plant is installed lies with the Customer and his Agent. The instructions of the Customer or his Agent shall be observed at all times.

20. Waste disposal

The Austrian Waste Management Act and the respective ordinances (construction waste ordinance, waste separation ordinance, packaging ordinance) apply for the proper disposal of waste generated by the construction work carried out by the various contractors. The Contractor shall set up containers for the material groups listed in the waste separation ordinance; the containers shall be labelled accordingly.

All legal obligations in terms of waste disposal that are conferred upon the Customer by the Austrian Waste Management Act are imposed on the Contractor. This shall in particular refer to the proper separation of engineering residual masses, recycling and the obligation to record disposal.

Administrative fines imposed on the Customer for failure to meet his legal obligations shall be deducted from the final invoice due to the party responsible for the pollution and to an amount in proportion to the order sums.

Removing and transporting construction rubble caused by the performance of the Contractor is included in the order price. The Austrian Waste Management Act is binding and must be fulfilled. It is considered agreed that the Contractor takes over any obligations resulting from it, i.e. that the engineering residual masses immediately become his property. If the Contractor fails to meet his weekly cleaning obligation or the obligation to clean the site after completion of his work, the Customer reserves the right to arrange for cleaning of the construction site and waste disposal. The cleaning, loading, transportation and disposal costs shall be charged to the polluter or – if he cannot be determined – proportionally to the companies working on the building site, and deducted from the final invoice total. The same applies to repeated creation of security measures.

If contaminated soil is discovered in the course of the construction work that needs to be disposed of, the Contractor shall notify the Customer immediately and inform him about the respective costs. At the same time, the Contractor shall check the option of recycling and submit a respective proposal to the Customer. In addition, he shall name the landfill for waste disposal.

21. Jurisdiction

Unless otherwise indicated, the competent court at the Customer's place of business shall have exclusive jurisdiction. Austrian law applies.

22. Final provisions

Unless otherwise agreed, the Purchasing Conditions of the Customer apply. The General Terms and Conditions of the Contractor shall be explicitly excluded.

Should one or several provisions of these Conditions be or become ineffective, the validity of the other provisions shall not be affected. In such case, the Parties shall replace the ineffective provision by a legally permitted one that comes as close as possible to the economic and legal intent of the original provision. This shall apply mutatis mutandis to the filling of any unintended lacunae.

No oral side agreements have been made.

Changes and amendments require the written form to be legally binding.

As at: Oktober 2010