<u>General terms of business</u>

<u>of</u>

<u>Dr. Georg Wurzer Übersetzungs- und Recherchedienstleistungen (translation and inquiry services)</u>

1. Validity of the terms

(1) A contract between the inquirer – in the following: person accepting the order – and the client – in the following: client – materializes only by a written confirmation of order (also via e-mail) by the person accepting the order according to the following general terms of business.

(2) The client can only refer to his own general terms of business when the person accepting the order confirms them in written form (also via e-mail).

2. Acceptance and delivery

(1) After receiving the inquiry results, the client is obliged to decide about their acceptance.

(2) The exact deadline agreement with the client takes place at the time of commissioning.

3. Liability

(1) The person accepting the order does not accept any liability, with the exception of cases of own gross negligent or deliberate breach of duty with the exception of deliberate injuring of life, body or health. Damages by computer viruses or computer failure do not count as gross negligence of duty by the person accepting the order.

(2) Guarantee claims of the client because of defects of the inquiry expire one year after the acceptance of the results by the client, with the exclusion of cases of guile.

(3) The non-observation of deadlines by the person accepting the order because of illness or force majeure does not justify any reductions or withholding of the arranged reimbursement. The existence of such circumstances entitles the person accepting the order to withdraw from the contract or to demand an appropriate extension of the deadline. The client can not derive any right of compensation this way.

(4) Dispatch or electronical transmission of the results of the inquiry is carried out at the risk of the client.

4. Participation of third persons

The person accepting the order has the right to consult proficient third persons for the proper carrying out of the inquiry. These persons are, like the person accepting the order himself, bound to secrecy about the inquiry.

5. Reimbursement

(1) The bills of the person accepting the order are payable by settlement date net terms within 14 days after the date of invoice.

(2) Postage and packaging as well as phone charges for international calls are billed separately.

(3) The reimbursement for information inquiries is charged by an hourly rate for every quarter of an hour begun, journeys to archives in Russia for every working day begun.

6. Observance of the copyright of the material found

The client has the obligation to observe the copyright regulations for the material found by the person accepting the order, as well as further regulations of the owner of the rights connected with the material. This is especially valid for Russian archival documents.

7. Unsuccessful inquiry

If not otherwise arranged, the inquiry charged according to time spent and not by success. The person accepting the order commits himself, to inform the client about the possible failure of his efforts as soon as possible.

If a planned journey to Russian archives is impossible because of denial of visa or the denial of access to the archive, the client is obligated to pay the preparatory work of the person accepting the order by the hourly rate for information inquiries (40 US-$ an hour).

8. Option of withdrawal

If the client has a legal option of withdrawal, he renounces its execution when the person accepting the order has already started with the inquiry and has informed accordingly the client.

9. Applicable legislation

(1) For all claims connected with a contract, as stated in these general terms of business, German legislation applies. The application of UN-purchase law is excluded.

(2) The court of jurisdiction is Ravensburg, Germany.

(3) The German text of the contract is legally relevant.

10. Severability clause

If some clause of these terms is not applicable, this does not affect the effectivity of the whole general terms of business.