

General Conditions of Contract
for the communication via
electronic data transfer
(e-mail, fax)

As part of the General Conditions of Contract for Chartered Accountants, especially Point 5, the client and the firm engaged by the client ("PKF") agree on the following:

(1) All information and legal opinions of PKF and its employees will only be binding if they are issued in writing or are confirmed in writing. Only written statements that are officially signed or at least signed by a senior manager (Prokurist) authorized to sign for and on behalf of the company are regarded as an official legal opinion. On no condition is information provided via electronic data transfer, especially e-mail, regarded as an official written statement.

(2) When transmitting data electronically, transmission errors may occur. PKF and its employees are not liable for any damages caused by such errors. The electronic transmission (including internet/e-mail) takes place at the risk of the client. The client is aware of the fact that secrecy is not guaranteed when using the internet. Furthermore, changes of or additions to documents transmitted by PKF are only permitted by PKF when expressly agreed upon.

(3) The receipt and the forwarding of information to PKF and its employees is not guaranteed when using telephone, especially in connection with automatic telephone answering machine systems, fax, e-mail and other electronic means of communication. Specific engagements and other important information are only deemed to be received by PKF if received in writing as well, unless the receipt is explicitly confirmed on case by case basis. Automatic confirmations of transfer and read messages are not regarded as such explicit confirmations. This is especially applicable to the transmission of notes of assessment and other information having implications under the statute of limitations. Therefore, crucial and important messages have to be sent to PKF via mail or courier. The handing over of documents to employees outside the office is not regarded as an effective handing over under these terms.

(4) PKF may only transmit reports, legal opinions and other written comments on the results of its work to third parties with the consent of the client, unless there is a legal obligation to do so.