

Preamble

Basis of this agreement is the regularity „Car-washes – Criteria for car-washes conforming to VDA specifications”, which has been elaborated by a work group that has been established in January 2007 as a result of coherent interests.

Starting point for these activities was:

- Uptightness's at vehicles, caused by water pressures and water volume, modern vehicles are not designed for.
- Increasing usage of decorative und functional trim parts made of materials, which are negatively influenced by the usual cleaning agents regarding their optical or functional nature.

The regularity covers parameters for already existing car-washes, for car-washes of the future and for wash-chemicals, used in car-washes, in order to prevent potential damages of the vehicles in the future. Furthermore it was another goal to suit passenger cars in development to the current progresses in the car-wash industry. The manufacturers of passenger cars get hints concerning potentially critical geometries of the vehicles with respect to modern car-washes. After analyzing of damages caused by car-washes and investigation of the influencing parameters, the car manufacturers elaborated and established additional preventive test procedures for their production lines.

The result of the cleaning process is definitely not covered by the regularity; it deals centrally and exclusively with the reduction of damages.

Car-washes (roll-over vehicle washing systems and self-service car-washes as well) which meet the requirements of VDA in respect to cleaning agents and technical requirements can be labeled with a specific VDA-seal after corresponding application. The VDA-seal shows that the individual car-wash is operated in accordance with the specifications of the automotive industry.

§ 1 VDA-seal

The VDA-seal documents that the requirements, defined by the workgroup, are met. These requirements, which result from defined parameters regarding the technique and cleaning agents in use, lead to prevention of claims/damages. The individual date of expiry is printed onto the seal.

Basis of the VDA-seal are the requirements for car-wash technology and car-wash cleaning agents, documented in the regularity „Car-washes – Criteria for car-washes conforming to VDA specifications”. Precondition for granting and reception of the VDA-seal is the fulfillment of these criteria.

- (1) The seal will be granted to each registered car-wash every two years.

§ 2 Annual fees

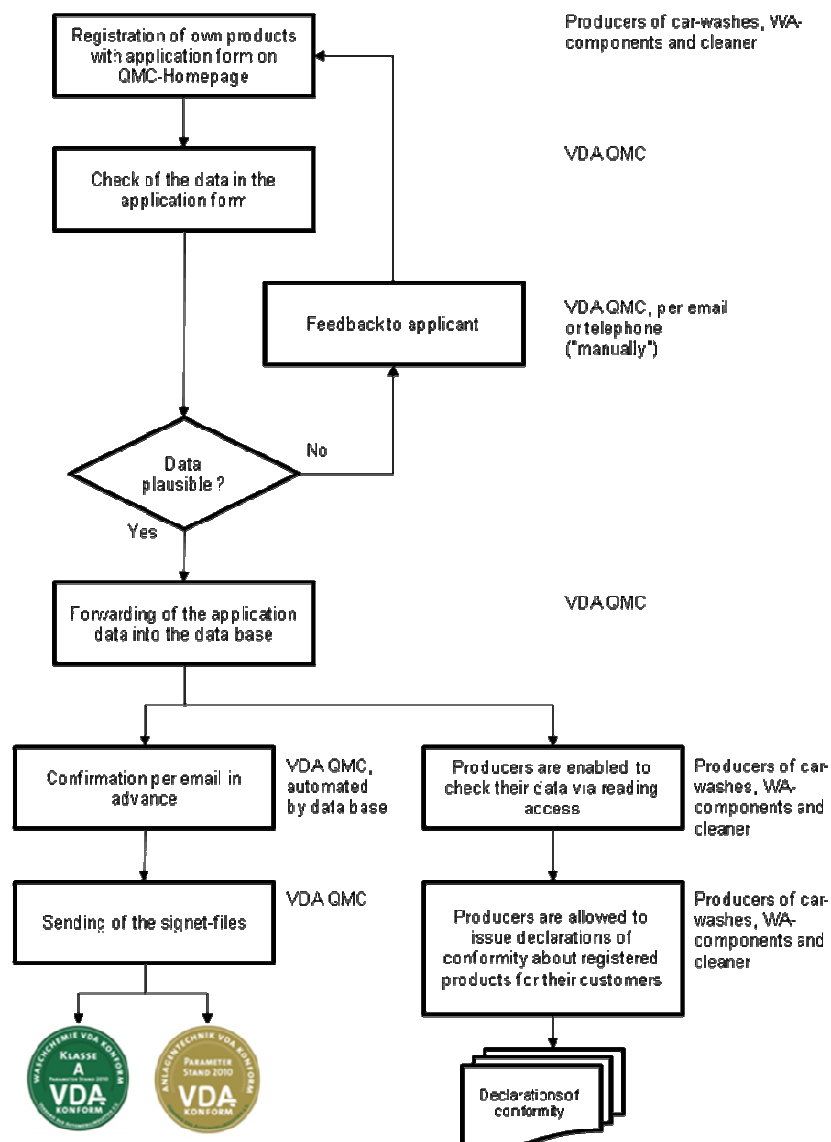
- (1) The annual fees needed, are primarily used for coverage of the administrative and personnel efforts at VDA QMC. Furthermore specific procedures and equipment for measuring of hydrodynamic and mechanical stresses at vehicles in car-washes will be developed during the upcoming months.
- (2) The annual fee amounts 100 Euros in principle per car-wash. It will annually be charged to the account, the operator mentioned in the registration form, within 14 days after reception of the invoice.
- (3) VDA QMC grants the following graduation of prices, if several car-washes are registered at the same time by one identical operator:

Number of car-washes	Annual fee per car-wash
1 to 5	100 €
6 to 99	90 €
100 and more	80 €

§ 3 Providing of the signets (producers)

- (1) Producers of car-washes and cleaners issue individual declarations of conformity for the registered products to their customers; as far as their products meet the requirements.
- (2) Producers of car-washes and cleaners are allowed to label their products with a signet.
- (3) As far as the registered products meet the requirements, producers of washing material (e.g. brushes), whose test methods have been audited by VDA QMC, are allowed to issue additional declarations of conformity for their products in defined combination with the specific car-wash/module type the product is designed for.

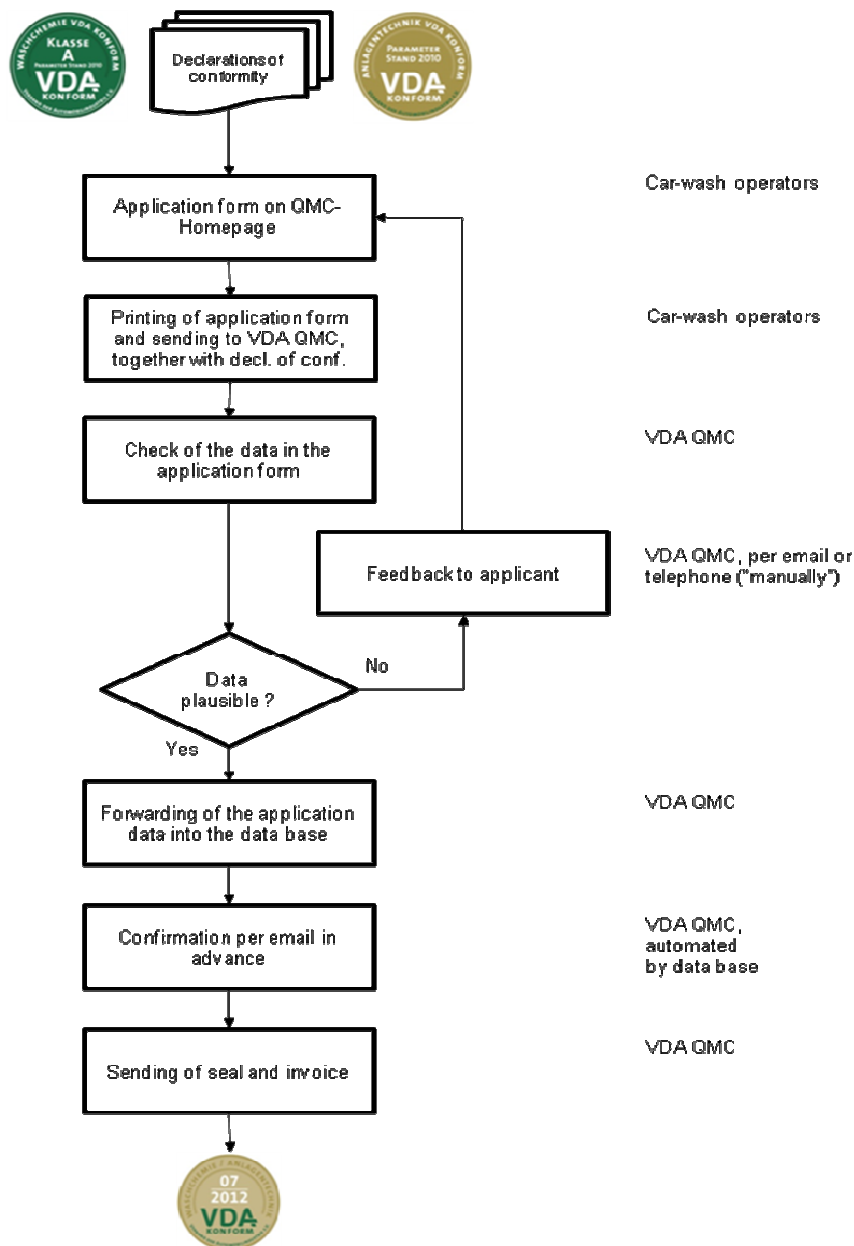
Issu ng of declarations of conformity



§ 4 Providing of the seals (car-wash operators)

- (1) Car-wash operators are allowed to apply for the VDA-seal via Internet. On the homepage of VDA QMC (www.vda-carwash.de) a specific registration form is available. The completed application form has to be printed and send to VDA QMC by land-mail or email. Beside the company data, like name, address, owner, the application form contains statements regarding machine technique and chemicals in use.
- (2) Together with the printed application form the declarations of conformity, issued by the producers, have to be submitted. As far as necessary this includes single approvals, resp. general approvals, issued by accredited laboratories or accepted experts, as well.
- (3) After positive check of the data, provided with the application, VDA QMC will send the VDA-seal and the invoice to the car-wash operator.

Application for VDA-Seal by car-wash operators



§ 5 Preconditions & duties

- (1) The car-wash operator has to make sure that the registered car-wash fulfills the requirements completely all over the time. He will confirm the authenticity, correctness and completeness of all declarations of conformity and single approvals every 24 months. Furthermore he will document all chemical products in use (material safety data sheets and declarations of conformity) and all washing technique and material (declarations of conformity) in use on site.
- (2) Any changes at the car-wash technique or chemical products have to be documented in detail as well.
- (3) In case of changes (e.g. complete component, washing material, sprayers, etc.), which are in relationship to parameters of the VDA-regularities a re-approval has to be conducted.
- (4) Specific signs with information about the defined measures have to be installed at the car-wash entrance (see table 2 in chapter 5.1.1) to make sure that car drivers and car-wash personnel are enabled to identify a specific car as suitable for the car-wash or not.
- (5) Operators of self-service car-wash places have to install a sign with specific information for their kind of business (chapter 6 of the VDA-regularity).
- (6) The seal should be installed at a place where the end user will be able to recognize it with high probability (e.g. at the control unit of a gateway car-wash).
- (7) The car-wash operator will stick the seal at that single car-wash, which has been registered, only. Furthermore he will instruct his personnel to fulfill both, the regulations of this agreement and those of the VDA-regularity for VDA-compliant car-washes and all requirements therein.
- (8) The car-wash operator makes sure that the provided seal will never be transferred to third parties or used for other purposes.
- (9) It is not allowed to combine the trademarks „VDA“ and „VDA QMC“ with own or foreign trademarks or products. Especially it is not allowed to offer any kinds of „VDA-washing“, „VDA-compliant wash programs“ or something like that.

§ 6 Rights of the operator

- (1) The car-wash operator is allowed to use the VDA-seal for advertisement and customer information. It is not allowed to change form, content and principal message of the seal
- (2) After positive approval of the application a sticker (seal – diameter 200mm) will be provided. Month and year of validity are recognizable on the seal.

§ 7 Validity period of the seal

- (1) Validity period of the VDA-seal and the contract, accompanied with that, is 24 months.
- (2) As far as the contract has not been canceled acc. § 10 by one of the contract partners, the contract will be prolonged for additional 24 months without notice.
- (3) The operator will receive a new seal and a corresponding invoice by land mail automatically.

§ 8 Providing of the seal

- (1) The VDA-seal will exclusively provided by VDA QMC..

§ 9 On-site control on random basis

- (1) In order to verify the accordance of registered car-washes with the VDA-criteria, VDA QMC will conduct specific on-site visits, which are free of costs for the operator.
- (2) Only in case of deviations and the necessity of additional visits/re-control (travelling expenses, hourly rate, test equipment) the operator will be charged with these efforts. It is not possible to define these efforts in advance, since they are always individual and dependable to the specific effort. As a rough reference it can be calculated with a hourly rate of 64 Euros and 0.35 € per kilometer.

§ 10 Time periods for cancelation

- (1) The contract can be canceled to the expiry date of each year – earliest after 12 months.
- (2) The cancelation period is 3 months before the expiry date of the contract.
- (3) After cancelation of the contract the seal has to be sent back to VDA to the end of the validity period of the contract.

§ 11 Withdrawal of the seal

- (1) In case of non-compliance with the VDA-criteria the seal will be withdrawn from the car-wash by the control personnel of VDA on-site immediately.
- (2) If this is not possible directly, the period for resending of the seal is 2 weeks maximum.

§ 12 Warranty

- (1) Any kind of faults regarding the providing of the seal will be corrected by VDA QMC within the legal warranty period - after corresponding message from the operator.
- (2) It's up to VDA QMC how the fault will be corrected – by re-work or spare delivery.

§ 13 Liability

- (1) As far as not defined differently, further demands of the operator – independently from legal reasons – are excluded. Especially VDA QMC is not liable for any losses of earning or capital of the operator or any other damages, caused by providing of the seal.
- (2) The liability for replacement or re-work is limited to foreseeable damages and to the limits (coverage) of VDA QMC's insurance against damage to third parties.
- (3) The rights, described in § 12, become time-barred after 12 months, starting at the date of transfer of perils. This is also valid in cases of consequential harm caused by a defect, as far as rights caused by malicious concealment of a defect, unauthorized doing or deliberate intention are asserted.
- (4) Further liability regarding compensation of damages is excluded in principle – regardless of the legal type of the claim.

§ 14 Written form

- (1) All further agreements, in sense of changes, additions or concretion of this contract have to be defined and documented in a written form. This is valid for additional promises or conventions as well.
- (2) In case those additional agreements will be declared by representatives or auxiliary persons of VDA QMC they are only valid in case of written approval of VDA QMC.

§ 15 Note- and acknowledge approval

- (1) The general business conditions of VDA QMC are known by the operator. He has had the opportunity to study these conditions in a reasonable manner.

§ 16 Choice of legal rights

- (1) Both parties agree upon that with respect to the legal relationship out of this contract the laws of the Republic of Germany have to be considered, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

§ 17 Mediation and place of jurisdiction

- (1) All differences, arising out of this contract have to be clarified by the two partners internally in a first step.
- (2) Differences out of this contract shall be decided by an arbitration court under exclusion of the general jurisdiction.
- (3) Both parties agree upon the Industrie- und Handelskammer Berlin as the arbitration court. The technical expertise of the SIHK Hagen regarding car-washes can be consulted if necessary. The place of jurisdiction beyond these regulations is Berlin, Germany.

§ 18 Safeguarding clause

- (1) Any mistake or misunderstanding of single regularities of this contract may not cause the invalidity of the whole agreement.
- (2) Additions and changes of the agreement have to be documented in written form. Further supplements are not valid in principle.