

GENERAL TERMS AND CONDITIONS OF SALE OF SECURITY & ELECTRONIC TECHNOLOGIES GMBH

1. General:

1.1 These General Terms and Conditions of Sale ("GTCS") shall apply to all offers, deliveries and services of Security & Electronic Technologies GmbH (hereinafter "Secu-Tech") unless expressly agreed otherwise in writing. These GTCS shall be an integral part of every offer of and contract concluded with Secu-Tech. In an ongoing business relationship these GTCS shall apply as amended from time to time also to all future transactions, even if no special indication or reference is made thereto, in particular also in case of call orders or follow-up orders given orally or over the phone.

1.2 The contracting party of Secu-Tech (hereinafter "Contracting Party") agrees that even in case he uses general terms and conditions, the basis shall be these GTCS, even if the terms and conditions of the Contracting Party are not objected to. Accordingly, performance under the contract by Secu-Tech shall not be deemed acceptance of deviating terms and conditions.

1.3 General terms and conditions of whatever kind which conflict with these General Terms and Conditions shall apply only to the extent that they have been confirmed by Secu-Tech in writing.

2. Offers:

2.1 Offers of Secu-Tech shall be non-binding. Orders shall become binding only upon issuance of a written acknowledgement of order unless the service ordered has already been rendered or invoiced by Secu-Tech.

2.2 All prices stated in the price list shall be subject to printing errors.

2.3 Objectively justified and reasonable changes of the deliveries and/or services to be rendered, in particular reasonable delays in delivery, shall be deemed approved in advance.

2.4 All information and data on the subject-matter of the contract and its look which is contained in brochures, drawings, dimensional drawings and specifications shall only be approximate and non-binding. Secu-Tech reserves the right to make changes to materials and measurements which are due to construction, in particular changes serving the purpose of technological progress, also after conclusion of the contract.

2.5 Cost estimates for repairs shall be non-binding. The actual expenses incurred for material and labour shall be invoiced.

3. Conclusion of contracts:

3.1 A contract shall be binding on Secu-Tech only if Secu-Tech acknowledges the purchase order/order in writing or acts in accordance with such purchase order/order. Oral agreements shall require written confirmation by Secu-Tech in order to be effective. The acknowledgement of order shall be checked by the Contracting Party for correctness of its contents without delay. Any deviations from the order shall be complained about in writing within two days; otherwise the deliveries and services stated in the acknowledgement of order shall be deemed irrevocably accepted.

3.2 In electronic commerce the parties waive applicability of the regulations of Section 9 paras 1, 2 and 4 and of Section 10 para 2 ECG [E-Commerce Act]. Confirmation of receipt of electronic orders (e-mail) shall not be deemed a binding acceptance of the order. Confirmation of receipt may, however, be combined with an acknowledgement of order. In case of orders in electronic commerce the text of the contract shall be stored by Secu-Tech and sent to the Contracting Party upon request together with these GTCS via e-mail.

3.3 If Secu-Tech needs an export licence for fulfilment of its performance obligations, the contract shall be concluded subject to the condition precedent that an export licence will be issued. Secu-Tech shall be obliged to apply for a relevant license with the competent agency. In case the application is rejected, Secu-Tech shall not be subject to any further obligations.

4. Prices:

4.1 Unless otherwise agreed, the prices stated by Secu-Tech shall apply for the term of the agreed delivery period, with no

packaging, ex works Leobersdorf. The costs of packaging, loading, transport and insurance shall be borne by the Contracting Party. If in connection with the delivery, charges, taxes or other fees are levied, they shall be borne by the Contracting Party. The costs for installation of devices shall be invoiced to the Contracting Party in accordance with the relevant applicable terms and conditions for services. Moreover, the prices shall be deemed exclusive of statutory VAT and, in case of export orders, exclusive of customs duties and export turnover tax.

4.2 In case of small orders with a net value of goods below EUR 50, Secu-Tech shall, in addition, charge a handling fee of EUR 10 plus VAT.

4.3 If an order deviates from the overall offer, Secu-Tech reserves the right to change the price accordingly.

4.4 If the list price applicable at the date of delivery is above the price agreed with the Contracting Party, such higher list price shall apply unless explicitly agreed otherwise if delivery is effected later than four months after conclusion of the contract for reasons for which the Contracting Party is responsible unless the invoice has already been prepared and paid by the Contracting Party.

4.5 The prices are based on the costs applicable at the time of the initial price offer. If the costs incurred by Secu-Tech should increase by the date of delivery, Secu-Tech shall be entitled to adjust the prices accordingly, in particular if, between the date of conclusion of the contract and performance of the service, changes in labour costs and/or procurement costs of the materials to be used occur, be it by law, regulation, collective bargaining agreement, articles of association, official recommendation, other official measures or on grounds of changes of world market prices, unless there are less than three months between the date the order is placed and performance of the services.

4.6 All prices shall apply only to the relevant order.

5. Delivery:

5.1 Unless otherwise agreed, Secu-Tech reserves the right to choose the mode of shipment, with any liability being excluded.

5.2 Packaging shall not be taken back by Secu-Tech.

5.3 The transport risk shall in any case be borne by the Contracting Party even if freight-free delivery with its own or third-party means of transport was agreed. Transport insurance shall be taken out by Secu-Tech only upon written agreement and only at the cost of the Contracting Party. In the case of damage Secu-Tech shall assign the claims under the insurance to the Contracting Party only concurrently with the Contracting Party having rendered his performance under the contract and having reimbursed Secu-Tech the insurance premium.

5.4 To the extent that delivery periods/dates and completion periods/dates have been agreed, the same shall always be non-binding unless a fixed date has been expressly agreed. The delivery period shall commence not earlier than at the date of acceptance of the order by Secu-Tech, but not before existence of all technical, commercial and other prerequisites to be fulfilled by the Contracting Party (in particular information, documents, official permits, material, auxiliary material to be procured and any down-payment to be made). An installation period shall commence not earlier than upon correct installation of the components to be provided by the Contracting Party and when the other installation prerequisites to be provided, in principle, by the Contracting Party in accordance with the contract and at his own cost exist without defect.

5.5 If the item is to be delivered to a different Member State of the European Union, the Contracting Party shall be obliged to advise Secu-Tech of his VAT number via which the delivery is to be effected, and of his branch of industry. The same shall apply accordingly to inclusion of other states in the provisions relevant to this rule.

5.6 The Contracting Party shall be obliged to take delivery of the subject-matter of the contract or parts thereof with debt-releasing

effect even before an agreed delivery date. Secu-Tech shall be entitled to make and invoice partial or advance deliveries.

5.7 To the extent that no specific call dates are agreed, the entire volume of the framework order/call order shall be called within six months. If call dates are not complied with by the Contracting Party, Secu-Tech shall be entitled to deliver and invoice the entire volume within four weeks of written notification with reference to the consequences of failure to call the order. All rights of Secu-Tech based on the delay by the Contracting Party shall remain unaffected.

5.8 If the Contracting Party fails to remove the circumstances for which he is responsible and which caused a delay within a reasonable period granted to him by Secu-Tech, Secu-Tech shall be entitled to otherwise dispose of the materials and equipment already procured by it for performance of the service; if performance is resumed, all periods and dates shall then be extended by the period required for substitute procurement of those materials and equipment otherwise used.

5.9 If commencement of the performance or performance itself is delayed and if such delay is not due to circumstances for which Secu-Tech is responsible, the delivery periods/dates and completion periods/dates shall in any case be extended by the duration of such circumstances. In particular, this shall apply in case of force majeure and other uncontrollable delays (e.g., catastrophes, war, riot, fire, strike, embargo, lack of means of transport, delay in transport and customs clearance, transport damage, shortage in energy and raw materials as well as loss of an important supplier who is hard to be replaced). Such circumstances shall lead to an extension of the delivery period also if they occur with an upstream supplier. Additional costs accruing due to delays shall be borne by the Contracting Party if Secu-Tech is not responsible for the circumstances which caused such delays. In the cases of delay stated above Secu-Tech shall be free to rescind the contract without being obliged to pay damages; this shall, at the option of Secu-Tech, also apply to follow-up deliveries not yet due.

5.10 If an agreed delivery period is exceeded and Secu-Tech is responsible therefore, the Contracting Party shall be entitled to rescind the contract by registered letter only after the delivery date has been exceeded for more than eight weeks and after having granted a grace period of 14 days with regard to all items not yet delivered and with regard to those items already delivered which cannot be used appropriately without availability the outstanding goods.

6. Acceptance:

6.1 If delivery at the agreed date cannot be effected for reasons for which the Contracting Party is responsible, he shall be in default of acceptance. Risk and costs shall pass to the Contracting Party not later than at that time. In this case Secu-Tech shall be entitled to charge the Contracting Party all costs arising from such a delay. In particular, Secu-Tech shall be entitled, at its option, to ship the subject-matter of the contract or to store it in any manner in the name and for the account of the Contracting Party. At that point of time the subject-matter of the contract shall be considered delivered in accordance with the contract in all respects. The Contracting Party shall be obliged to immediately effect the payments that are due for payment in case of delivery or which are subject to delivery. Upon fruitless expiration of a reasonable period fixed by Secu-Tech, Secu-Tech shall also be entitled to otherwise dispose of the materials procured by it for performance; if performance is resumed, all periods and dates shall then be extended by the period required for substitute procurement of those materials otherwise used.

6.2 If the transaction is based on a contract for work, the Contracting Party shall be in default of acceptance of the work if he fails to accept the same within one week of delivery or issuance of the invoice. Acceptance shall be deemed effected if the Contracting Party accepts the work upon delivery or issuance of an invoice for one week without notice of defect.

6.3 In case of rescission of a contract by Secu-Tech it shall be entitled to claim from the Contracting Party a contractual penalty in the amount of 20% of the gross compensation for work that is not subject to a judicial right of reduction; any further claims for damages vis-à-vis the Contracting Party shall remain unaffected.

7. Passing of risk:

7.1 Benefit and risk shall pass to the Contracting Party upon dispatch of the shipment from the works at Leobersdorf, irrespective of the price agreed for the shipment (such as charges prepaid by sender, CIF or similar). This shall also apply if delivery is made in the course of installation or if the transport is effected or organised and managed by Secu-Tech.

7.2 In case of delayed delivery due to circumstances for which the Contracting Party is responsible, the risk shall pass to the Contracting Party on the day of readiness for delivery. This shall also apply in case of partial deliveries or if Secu-Tech has assumed other services besides dispatch (e.g. installation).

8. Payment:

8.1 Unless otherwise agreed, all payments shall be made within 30 days of the invoice date without deduction and free of charges. In case of cash on delivery or sale against cash in advance a cash discount of 2% shall be granted (except for repair invoices). Payment shall be deemed made on the day Secu-Tech is able to dispose of it.

8.2 If delays in performance of services occur, Secu-Tech shall be entitled to issue invoices regarding services rendered so far and to call for immediate payment of the same. In case of partial invoices the relevant instalments shall be due upon receipt of the relevant invoice. This shall also apply to invoice amounts which arise due to subsequent deliveries or other agreements beyond the original final amount, irrespective of the payment terms agreed for the principal delivery.

8.3 Payments shall be made without any deduction free paying agent of Secu-Tech in the agreed currency. Secu-Tech shall not be obliged to accept cheques or bills of exchange. Acceptance of cheques or bills of exchange shall only be made on account of payment and with no obligation for timely presentation and giving notice of protest. Any related interest and expenses (such as collection fees and discount charges) shall be borne by the Contracting Party. The discount rate shall depend on the provisions of the bank of Secu-Tech and shall be invoiced from the due date as described in Clause 8.1.

8.4 In case of a delay in payment the discounts or bonuses granted to the Contracting Party shall be forfeit. Agreements on payment by instalments shall only apply as long as individual payments are made in time.

8.5 The total residual account receivable of Secu-Tech shall become due for immediate payment regardless of terms also if the Contracting Party is in delay with an agreed payment or service, if execution is levied unsuccessfully over the assets of the Contracting Party, forced sale of real property or receivership is allowed or if creditworthiness is otherwise reduced (in particular in case insolvency proceedings are opened). In such cases Secu-Tech shall be entitled to postpone services still outstanding until settlement of the payments in arrears and only against advance payment or provision of security and to make use of an extension of the delivery period granted, Secu-Tech shall also in these cases be entitled to rescind the contract without granting a grace period. In that event the Contracting Party shall, upon request of Secu-Tech, return goods already delivered and shall compensate Secu-Tech for the occurred loss of value of the goods and reimburse all justified expenses incurred by Secu-Tech in the course of execution of the contract.

8.6 In case the payment date is exceeded, in case of a default in acceptance or in case of acceleration Secu-Tech shall be entitled to charge default interest and compound interest at the rate of 9,2 percentage points above the base interest rate of Oesterreichische Nationalbank [Austrian central bank]. Any additional claims for damages shall remain unaffected.

8.7 In case of default the Contracting Party shall be obliged, besides the obligation to pay default interest to reimburse, dunning charges in the amount of EUR 10 (plus VAT) for each dunning letter and all other related procedural and non-procedural costs of collection including the costs of legal counsel called in by Secu-Tech.

9. Retention of title: The delivered goods shall remain the property of Secu-Tech until full payment of the purchase price/compensation for work (including VAT, default interest and

costs) as well as until fulfilment of any and all claims of Secu-Tech under the business relation with the Contracting Party. To the extent permissible, retention of title shall apply until fulfilment of all claims of Secu-Tech based on whatsoever legal ground, including future claims or conditional claims under contracts concluded at the same time or subsequently. This shall also apply if payments are made for specifically designated claims.

9.1 If goods delivered by Secu-Tech are processed or combined with other goods, co-ownership shall develop in the proportion of the value of its goods to the value of the remaining items which were processed or combined in the course of production of the new item. If ownership of Secu-Tech expires through combination, the Contracting Party already now assigns the ownership rights to the new item to which it is entitled in the amount of the invoice value of the goods delivered by Secu-Tech. If the Contracting Party is not a (co-)owner of the principal item, the Contracting Party hereby assigns all claims vis-à-vis the owner of the principal item for the purpose of securing the claims of Secu-Tech.

9.2 The Contracting Party shall ensure the safe and proper storing of the items owned or co-owned by Secu-Tech and shall insure the same at its own cost against theft, fire and other damage within the customary scope to the extent that such insurance is customary and appropriate in transactions of this kind.

9.3 Secu-Tech shall be entitled to mark the goods delivered as its property at the cost of the Contracting Party in a manner considered appropriate by Secu-Tech and easily noticeable for everybody. The Contracting Party acknowledges the fact that high-handed removal of the markings before title to the said goods passes to him shall result in the agreed remuneration becoming due for immediate payment.

9.4 Only if it is within the scope of ordinary business operation and as long as the Contracting Party is not in default shall the Contracting Party be entitled to resell the goods title to which has been retained by Secu-Tech. Any other disposal of the goods title to which has been retained by Secu-Tech shall not be permitted. Attachments or other seizure of the goods title to which has been retained by Secu-Tech by third parties shall be notified to Secu-Tech without delay. If the Contracting Party defers payment of the purchase price by its customer, the Contracting Party shall reserve title to the goods title to which has been retained by Secu-Tech on the same conditions on which Secu-Tech has retained such title (however, the Contracting Party shall not be obliged to retain title with regard to claims arising vis-à-vis its customer only in future). For such cases the Contracting Party already now assigns to Secu-Tech all claims vis-à-vis third parties to which he is entitled under a resale agreement in the amount of the relevant invoice amount agreed between the Contracting Party and Secu-Tech and Secu-Tech shall at any time be entitled to inform the third-party debtor of such assignment. In case of an attachment or other seizure of the delivered goods the Contracting Party shall be obliged to claim the title of Secu-Tech, to immediately inform Secu-Tech and to reimburse Secu-Tech all costs for preservation of its property.

9.5 Secu-Tech revocably authorises the Contracting Party to collect the claims assigned to it. The authorisation to collect claims shall expire even without revocation as soon as the Contracting Party fails to fulfil his payment obligations under the business relationship with Secu-Tech in a duly manner, becomes insolvent or if insolvency is impending on him or if he becomes over-indebted or if a material deterioration of his assets has occurred. In the event of expiration of the authorisation to collect claims the Contracting Party shall be obliged to give written notice of the assignment of the claims to Secu-Tech to the third-party debtors without delay and to inform Secu-Tech about such notice of assignment. The Contracting Party shall also be obliged to make available to Secu-Tech upon request all information and documents necessary for assertion of the assigned claims.

9.6 In the cases listed in Clauses 9.1. to 9.6. the Contracting Party undertakes to enter a corresponding note in his books or on his invoices. Upon request the Contracting Party shall inform Secu-Tech about the assigned claim and his debtors and shall make available all information and documents necessary for collection of his claim and shall notify the third-party debtor of the assignment. In case of an attachment or other seizure the Contracting Party shall be obliged to claim the title of Secu-Tech, to immediately

inform Secu-Tech and to reimburse Secu-Tech all costs for preservation of its property.

9.7 If the nominal value (invoice amount of the goods or nominal amount of the rights to recover a claim) of the security furnished for Secu-Tech exceeds the secured claims by more than 20 percent in the aggregate, Secu-Tech shall upon request of the Contracting Party and to such extent be obliged to release security at its discretion to such extent.

9.8 The right of the Contracting Party to own the goods title to which has been retained by Secu-Tech shall forfeit if the Contracting Party fails to fulfil his obligations under this or – to the extent admissible – a different contract. In this case Secu-Tech shall be entitled to take back products that have already been delivered at the cost of the Contracting Party. The Contracting Party shall allow such action, which is why, in particular, actions for disturbance of property shall be excluded. No right of retention may be asserted against a right to recovery of products by Secu-Tech. Taking back of goods by Secu-Tech shall not be considered a rescission of the contract. Any and all rights of Secu-Tech under the legal transaction, including the right to claim damages on grounds of non-performance, shall remain in force.

10. Warranty:

10.1 In accordance with and subject to Section 928 ABGB [Austrian General Civil Code] there shall be no warranty for obvious defects which are visible already at delivery, acceptance or putting into operation of the contractual service.

10.2 The warranty period shall be six months and shall commence at the time the risk passes as described in Clause 7. Upon receipt the goods shall immediately be checked for completeness and faultlessness. Defects shall be notified within 5 working days delivery of the subject-matter of the contract, and in any case prior to installation and assembly of the goods, and in case of hidden defects upon the defect becoming noticeable, by registered letter stating nature and scope of the defect; otherwise any claims shall be excluded. If a notice of a defect is not given or is not timely given, the rendered services shall be deemed accepted. Transport damage shall be notified to the relevant freight forwarder without delay.

10.3 In deviation from Section 924 Austrian General Civil Code the Contracting Party shall prove that the defect had existed already at the time of delivery of the service rendered.

10.4 The warranty obligation of Secu-Tech shall, at Secu-Tech's discretion, be limited to improvement or replacement of the defective parts or price reduction. In connection with improvement/replacement Secu-Tech shall be entitled to have the defective goods or the defective parts sent back for subsequent improvement at the cost and risk of the Contracting Party. Secu-Tech shall bear the costs of a repair of defects not carried out by Secu-Tech only if it has given its written consent thereto.

10.5 Secu-Tech shall be obliged to provide warranty only if the Contracting Party has completely fulfilled his payment obligations.

10.6 If goods are produced by Secu-Tech on the basis of construction data, drawings, models or other specifications of the Contracting Party, the liability of Secu-Tech shall not extend to correctness of the construction but only to execution in accordance with the terms. The Contracting Party confirms that the data related to the order is correct and has been checked. Secu-Tech shall therefore not be subject to an obligation to check, warn or inform.

10.7 To the extent that the parties have not excluded the claim of the Contracting Party for reimbursement of expenses as defined by Section 933b Austrian General Civil Code by granting of an equivalent compensation, the Contracting Party shall be obliged to refuse improvement/replacement in case the item was resold to a consumer vis-à-vis the consumer according to Section 932 Austrian General Civil Code if this is impossible or only possible with unreasonably high expenses. In case of a resale of the item from the Contracting Party to an entrepreneur, the Contracting Party shall also subject such entrepreneur to the obligation to refuse subsequent performance in case of a resale of the item to a consumer if such performance is only possible with unreasonable costs involved. Secu-Tech shall reimburse the Contracting Party the expenses necessary for subsequent performance under

Section 933b Austrian General Civil Code only if they are not impossible as defined by Section 932 para 4 Austrian General Civil Code or involve unreasonably high expenses.

10.8 Liability for deviations of the delivered goods from the subject-matter of the contract which are customary in the industry shall be excluded. Materials subject to consumption or other wear and tear shall only have the useful life in accordance with the relevant state of the art. Apart from that, there shall be no warranty obligation of Secu-Tech in the following cases: inappropriate or improper use, incorrect installation and/or putting into operation by the Contracting Party or third parties, natural wear and tear, incorrect or negligent treatment, improper maintenance, use of inappropriate operating resources, defective construction work, unsuitable construction ground, chemical, electro-chemical or electrical impacts. The same shall apply to any interference with the delivered item not authorised by Secu-Tech in advance (such as, in particular, repairs, installation of used genuine spare parts of Secu-Tech, other changes). In this respect reference is made to the special installation instructions and wiring diagrams (which may be found on the website of Secu-Tech under www.secu-tech.at), as well as to the user manuals of Secu-Tech which are enclosed with each delivery. These documents are an integral part of every contract with Secu-Tech.

10.9 Secu-Tech guarantees that the programs and software provided have been created with the necessary care and expertise. However, based on the current state of technology, it is not possible to completely exclude software errors. Secu-Tech will correct these errors immediately after they occur and become known. For the SIM Cards used in the systems for data transmission, Secu-Tech is not liable for any lack of internet services, for insufficient network coverage and insufficient data reception, such as data sending/receiving, sending/receiving emails, sending/receiving alarm mails, data transfer, server reception problems, etc.

11. Damages:

11.1 Liability of Secu-Tech for gross negligence shall, except for personal injury, be excluded. Apart from that, Secu-Tech shall not be liable for consequential damage or pecuniary damage, in particular lost profit.

11.2 Full and timely notice when occurrence of the damage becomes noticeable as described in Clause 10.2. shall be the prerequisite for claims for damages vis-à-vis Secu-Tech. Transport damage shall be notified to the freight forwarder without delay.

11.3 The Contracting Party may at first only claim improvement or replacement of the item/work as compensation for the damage. Only if either is impossible or involves unreasonable efforts on the part of Secu-Tech may the Contracting Party immediately claim monetary compensation.

11.4 Claims for damages shall become statute-barred within one year of knowledge of the damage and of the party who caused the damage and in any case two years after passing of the risk as described in Clause 7. The Contracting Party shall prove cause, illegality and fault.

11.5 In the cases described in Clause 10.8 Secu-Tech shall not be liable.

11.6 In the case of processing or combination the Contracting Party shall secure workability of the goods being the subject-matter of the contract and of his products and/or of his plant in advance. Secu-Tech shall not be liable for claims arising from failure to carry out workability checks, malfunctions of the product or of the plant.

12. Product liability:

12.1 The services rendered as well as the goods, devices and systems delivered shall always offer only that degree of safety which may be expected on the basis of licensing provisions, handling and operating manuals or other regulations on maintenance and handling, in particular with regard to prescribed inspections of devices and plants or on the basis of any other information provided.

12.2 Claims of recourse, if any, which are raised by the Contracting Party or by third parties against Secu-Tech on grounds of product liability shall be excluded. The Contracting Party represents that he shall include this limitation of liability in all

agreements with business undertakings and requires them to pass on such limitation and that he shall indemnify Secu-Tech from all such liabilities vis-à-vis business undertakings.

12.3 Even though claims for compensation in particular case shall exist, these shall expire five years after the date at which the items were put onto the market. The Contracting Party shall impose such time period on his customers in a legally binding manner. In this case claims of recourse shall exist only to the extent that the Contracting Party proves that the defect had occurred before the supplier put the item onto the market. In this case any further liability on the part of Secu-Tech under the Product Liability Act for damage caused by non-observance of user manuals – also with regard to the required checks – or violations of statutory and other provisions or information shall be excluded.

13. Patents and other proprietary rights:

13.1 All technical documents including specifications as well as all offer and project documents of Secu-Tech shall remain the intellectual property of Secu-Tech and shall not be used otherwise, reproduced or made available to third parties. They may be claimed back at any time and shall be returned to Secu-Tech without delay if the order is placed elsewhere.

13.2 The Contracting Party shall be liable for correctness of the documents provided by him, such as, for example, specimens and drawings. If an item is produced by Secu-Tech on the basis of construction data, drawings, models or other specifications of the Contracting Party, the Contracting Party shall indemnify and hold Secu-Tech harmless in case of any infringement of proprietary rights of third parties. Secu-Tech shall not be obliged to investigate any possible infringement of proprietary rights of third parties or to inform the Contracting Party thereof.

13.3 If a third party claims vis-à-vis the Contracting Party that industrial property rights with regard to the delivered products have been infringed, the Contracting Party shall be obliged to immediately inform Secu-Tech thereof.

14. Setoff – right of retention and right to withhold performance:

14.1 The Contracting Party shall be entitled to offset claims against counterclaims only if the same have been recognised in writing by Secu-Tech or if they have been ascertained by court in a non-appealable manner.

14.2 The Contracting Party shall not be entitled to assert a right to withhold performance or a right of retention on whatsoever legal ground unless such rights are based on counterclaims of the Contracting Party which have been recognised in writing by Secu-Tech or have been ascertained by court in a non-appealable manner.

15. Place of performance – applicable law – place of jurisdiction:

15.1 The place of performance for all claims under the business relationship with the Contracting Party shall be Leobersdorf.

15.2 The parties agree that Austrian law shall apply exclusively and that UN Sales Law (CISG) shall be excluded.

15.3 All disputes arising out of or in connection with a contractual relationship in which Secu-Tech is a party shall, exclusively at the option of Secu-Tech, be settled by District Court Mödling or the court having jurisdiction over the subject-matter and over Leobersdorf.

16. Other provisions:

16.1 If any of the provisions of these GTCS are or become ineffective in whole or in part, the remaining provisions shall not be affected thereby. The ineffective provision shall be replaced by a content that comes as close as possible to the economic purpose of the ineffective provision in a legally permissible way.

16.2 Any agreements, subsequent modifications, amendments, side agreements and the like shall be valid only if made in writing. This shall also apply to a waiver of the formal requirement of written form.