

General Conditions for Sale:

1. General

All sales of Universal Sicherungstechnik Ges.m.b.H. – hereinafter abbreviated Universal – present and future, shall be subject exclusively to the following conditions, even if Universal did not explicitly object to possible purchase conditions of the buyer.

Upon receipt of the ordered goods these conditions are deemed unconditionally accepted by the buyer even in case of his prior objection.

2. Purchase contract

Any purchase contract will become effective only in accordance with the written order confirmation by Universal as the seller.

The buyer may not, wholly or partly, return the goods unless an explicit agreement has been reached beforehand.

3. Delivery

The dates quoted for delivery indicate the anticipated time of delivery which Universal tries to meet.

In case of delayed delivery of a supplier of Universal, the delivery time will be extended accordingly.

Partial deliveries are allowed.

In case the buyer does not meet his (payment) obligations Universal is entitled to withhold outstanding deliveries.

4. Transfer of risk

The risk in the goods shall pass to the buyer upon handing-over to the transport agent.

5. Payment

The prices are "ex factory Vienna", without packing, plus the applicable value added tax if prescribed by the law of the Republic of Austria. Other terms of delivery have to be agreed upon in writing and must be confirmed by Universal.

All bank transaction charges are to the customers expense.

Unless agreed otherwise, the payment terms are "Cash against Documents".

Any discount, in particular cash discount, needs Universal's written approval.

If payment has not or not fully been effected in time, the buyer shall pay interest at the rate of 11,2% above the Austrian base lending rate.

The buyer may set off counter claims against Universal only on condition that those are undisputed or upheld by a court.

In case that stately measures will come into force after the date of the order confirmation and lead to price increases, the buyer has to bear those.

If there are justified doubts as to the credit-worthiness of the buyer, Universal is entitled to demand advance payments and/or to withhold outstanding deliveries.

6. Warranty and product liability

Universal as the seller warrants that the goods are free from defects in design, fabrication or material when subjected to proper use.

The warranty is limited to 12 months after commissioning resp. to a maximum of 18 months after delivery, provided that storage, assembly and maintenance are carried out properly. The warranty is restricted to the repair of the products or a replacement of defective parts. Further claims of the buyer for damages including actions in tort shall be excluded to the extent legally admissible.

In any case claims for damages are confined to the extent of the General Liability Insurance coverage of Universal.

Any reclamation has to be advised in writing to seller within 1 week after delivery inasmuch as the defect is discoverable upon due inspection of the goods, in other cases 1 week after discovery.

Universal's products are safety devices which need carefully installation and handling. Therefore the warranty resp. product liability is excluded if the description and the assembly and maintenance instructions have not or not exactly and completely been followed.

7. Reservation of Title

All goods shall remain Universal's property until the purchase price and

all outstanding or future claims arising out of the business relationship have been paid in full. In case of payment by cheque against bill of exchange the retention of title remains in force until payment of the bill of exchange by the buyer.

The buyer has the right to sell the goods in the ordinary course of business on condition that he meets his (payment) obligations, otherwise Universal is entitled to claim the return of the goods and to dispose thereof.

When reselling, the buyer assigns to Universal all receivables from his customers resulting from the resale. Universal is authorized to collect these receivables; however, at any time after a default has been made by the buyer, Universal shall be entitled to require the buyer to notify the amount of such receivables as well as the names of his customers. Eventually Universal is authorized to notify the assignment of receivables to the customers of the buyer and to collect these receivables.

Universal undertakes upon request of the buyer to release its securities to the extent that they exceed the receivables by 20 per cent or more.

If the preceding conditions do not comply with the applicable law, buyer is deemed to agree to arrangements which, under the applicable law, correspond as close as possible to the intent and effects of the regulations given in clause 7 paragraph 1 through paragraph 3.

8. Applicable law and jurisdiction

Austrian law shall apply. The UN Convention on Contracts for the International Sale of Goods is expressly excluded.

The place of performance and jurisdiction, including claims arising out of cheques or bills of exchange, shall be Vienna, Republic of Austria. Universal is entitled to sue buyer in courts having jurisdiction with regard to buyer.

If any of these provisions shall be invalid, the remaining provision shall not be affected thereby.