

**General Terms and Conditions of Sale and Purchase
of
SecuControl, Inc.
2873 Duke Street
Alexandria, VA 22314, USA
(hereinafter referred to as “SECUCONTROL”)**

1. General Provisions

The following General Terms and Conditions of Sale and Purchase shall be applicable to all agreements, offers and deliveries and purchases entered into or made by SECUCONTROL. In order to become effective, any deviating terms of the customer or business partner must be explicitly approved by SECUCONTROL.

2. Offers

Any offer made by SECUCONTROL shall be non-binding. All prices shall be net prices ex works or ex SECUCONTROL's place of business in Alexandria, VA (USA) or Hettstedt (Germany) (Incoterms 2010), as the case may be, and shall be exclusive of any other costs. Should any charges, taxes or other levies be incurred in connection with the delivery, these shall be borne by the customer.

3. Delivery

SECUCONTROL's delivery time is determined by the terms set forth in the applicable order confirmation. Delivery times may be shorter or longer depending on factors such as the amounts of products required in one delivery. SECUCONTROL shall use its best efforts to comply with but does not warrant any delivery dates. Delivery shall be made at the expense and risk of the customer.

4. Reservation of Title

The customer shall not acquire ownership of any product from SECUCONTROL until the invoice amount has been fully paid.

5. Warranty / Guarantee / Damages

5.1 The warranty and guarantee period shall be 12 months, if not explicitly agreed otherwise in writing.

5.2 SECUCONTROL shall in the event of warranty/guarantee, at its own discretion, effect a reparation or replacement of the product, a price reduction or dissolve the contract. Warranty and guarantee shall not include any parts subject to wear or expendable items.

5.3 Any claims for warranty or guarantee shall be excluded if the customer himself or a third party opened, modified, repaired or maintained the products delivered or modified the technical specifications thereof or otherwise intervened. The same shall apply if notice of the defect is not given immediately.

5.4 Upon fulfillment of the statutory requirements, SECUCONTROL shall be liable for any direct personal injuries or damage to property up to an amount of USD 1 million per claim unless the applicable compulsory law provides for a higher amount. SECUCONTROL shall not be liable for any kind of indirect damage or consequential damage. In no event shall SECUCONTROL be liable for any damage caused by slight negligence.

6. Copyrights

The intellectual property rights in all products and services, and in all related copyrights, patent rights, trademark rights or proprietary rights shall be due to SECUCONTROL and shall remain in its exclusive ownership.

7. Repair

If a device is being sent to SECUCONTROL for repair, all work must be performed in the plants or certified repair centers of SECUCONTROL. The customer shall be obliged to duly dispatch the device at his own expense together with a repair order. Upon completion of the service, SECUCONTROL shall send back the device EXW (Incoterms 2010). SECUCONTROL shall not assume any liability for any loss of or damage to goods in transit.

8. Payment Terms and Delay in Payment

8.1 The customer shall mail a check payment or transfer the entire invoice amount to a bank account determined by SECUCONTROL within 30 days following receipt of the invoice.

8.2 Should the customer be in default with payment, he shall compensate SECUCONTROL for all expenses incurred.

9. Confidentiality

The customer and SECUCONTROL shall treat all information received from the respective other party in connection with their business relationship and its transaction confidential and shall not disclose such information to any third party. However, SECUCONTROL is entitled to use customer's data for any marketing purposes, e.g. reference.

10. Final Provisions

10.1 No supplementary agreements have been made.

10.2 In order to avoid misunderstandings, any changes of and amendments to agreements must be made in writing in order to be effective. This shall also apply to any agreed waiver of the written form requirement.

10.3 Should one or several provisions of these General Conditions of Sale or the agreements amended with the help thereof be invalid in whole or in part, this shall not affect the validity of the remaining provisions. SECUCONTROL and the customer shall replace the provision that is invalid or needs to be amended or interpreted by a new provision that comes as close as possible to the intended economic purpose of the original provision.

10.4 All relationships between SECUCONTROL and the customer shall be exclusively governed by Virginia law. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.

10.5 Both, SECUCONTROL and the customer shall take all efforts to settle all disputes arising from the agreements, offers and deliveries or referring to the breach, annulment or invalidity thereof out of court, e.g. by mediation. Should the parties fail to reach an agreement within a period of four weeks, any such dispute shall, at SECUCONTROL's option, be finally settled by the competent court in Richmond, Virginia.

10.6 Any data related to this Agreement shall be stored on an Electronic Data Processing device by SECUCONTROL and shall be transmitted to other companies or business units of the SECUCONTROL group so far as this is required in order to duly provide the contractual services, to handle the customer's affairs or for any business activities performed by SECUCONTROL. The customer declares his consent to the above.