

30.09.2002

**SUPPLEMENTARY
GENERAL CONDITIONS OF BUSINESS
FOR ORDER PRODUCTION
of
DOM Sicherheitstechnik GmbH & Co. KG**

1. Scope of Application

The performance of works services (e.g. the galvanizing of the Customer's products or the production of individual lock systems) for the Customer shall be effected exclusively in accordance with the following Supplementary General Conditions of Business for Order Production ("Supplementary Conditions"), which the Customer shall acknowledge by the issue of the order or the acceptance of the goods. These shall apply in addition to the General Conditions of Supply and Payment ("Conditions of Supply") set out heretofore. Inasmuch as these Supplementary Conditions may not feature any specific provisions, the rulings of the Conditions of Supply shall apply accordingly.

2. Assignment of Risk, Acceptance of the Work

2.1

The Customer shall bear the risk of accidental destruction as from the time of acceptance of the work.

2.2

The Customer shall be obliged to accept the contractually-manufactured work, as soon as DOM advise him of the manufacture thereof.

2.3

The Customer shall not be entitled to decline to accept the work due to minor defects

2.4

Acceptance shall still be deemed to have been effected if the Customer does not take charge of the work within a reasonable period of grace set by DOM, although he is obliged to do so.

3. Prices, Conditions of Payment

3.1

In the event of the parties not having agreed on a specific price, and the price list in effect at the time of the concluding of the contract not specifying any price for the work performed, the usual remuneration shall be regarded as being agreed.

3.2

In addition to this, Items 5.2 to 5.9 of the Conditions of Supply are to be applied accordingly.

4. Rights of the Customer in the event of Deficiencies

4.1

DOM shall manufacture the work in due and proper manner, in accordance with the state of the art.

4.2

Acceptance of the work without reservations shall exclude all rights and claims by the Customer for any defects or deficiencies identifiable at the time of acceptance. The pursuit of rights for defects and deficiencies not identifiable at the time of acceptance shall be excluded if DOM is not advised by the Customer of the deficiency forthwith and in writing immediately upon the detection of the deficiency.

4.3

DOM shall rectify deficiencies at their own discretion by the elimination of the deficiency free of charge for the Customer, or by the repeat provision of the work performance owed (jointly referred to as "Subsequent Fulfilment").

4.4

Rights of the Customer due to deficiencies in the work shall be nullified if these deficiencies are caused by the Customer or third parties and are not attributable to DOM. This shall be the case in particular in the case of deficiencies caused by a defect in the material supplied by the Customer or as a result of instructions issued by the Customer.

4.5

In the event of Subsequent Fulfilment not succeeding, being unacceptable to the Customer, or if DOM has declined to act in accordance with Art. 635, Para. 3 BGB (Civil Code), the Customer shall be entitled, at his discretion, to withdraw from the contract, or to reduce the purchase price, and/or to demand compensatory damages (in accordance with Item 8 of the Conditions of Supply), or the reimbursement of his expenses.

4.6

The statute of limitations for the Customer's rights in the event of the work proving deficient shall be one year from the time of acceptance.

5. Right of Lien

DOM shall be availed of a contractual right of lien, on the basis of the claim from the order for the performance of the work, on the objects which pass into their possession on the basis of the order. The right of lien shall also pertain on the basis of claims from work, deliveries, and other services carried out earlier, provided that they are connected with the item which the performance of the work has brought into existence.