

TERMS AND CONDITIONS OF SALE, REPAIR AND DELIVERY

of Rosenbauer Österreich Ges.m.b.H., reg. at Linz Provincial Court as company n° 86625 s, and of
ROSENBAUER INTERNATIONAL AG, reg. at Linz Provincial Court as company n° 78543 f.

1. DEFINITION OF TERMS USED

For the purposes of these Terms and Conditions of Sale, Repair and Delivery, the terms given below shall have the following meanings :

- 1.1 Customer shall mean any orderer, purchaser or other contracting partner to whom these particular Terms and Conditions apply.
- 1.2 Contract shall mean any manner of agreement between Rosenbauer Österreich GmbH (referred to hereinafter as RBÖ) or Rosenbauer International AG (referred to hereinafter as RBI) and the customer.
- 1.3 Order shall, in particular, mean any offer made to us by the customer inviting us to enter into a sale agreement.
- 1.4 Offer by RBÖ/RBI (i.e. by ourselves) shall mean any cost estimate, bid and/or any pertinent invitation to the customer to submit a purchase offer (i.e. an order) to us.
- 1.5 Goods shall mean the work to be performed by ourselves in accordance with the respective contract (i.e. the Object of the Agreement). In particular, it shall refer to any item to be supplied by ourselves (i.e. the Object of Delivery).
- 1.6 Contracts involving a foreign country shall refer to contracts in which the customer's principal place of business is located in a country other than Austria.

2. OFFERS AND COST ESTIMATES

- 2.1 All our offers - in all their constituent parts - are without obligation, unless and except to the extent that they are expressly indicated as being binding for a particular period of time. Even during any such engagement period, we shall still be entitled to amend our offers.
- 2.2 Illustrations, offer designations, descriptions, measurements and weights are only approximately authoritative with regard to details; in view of the possibility of modifications owing to new experience and improvements, they shall not be binding.
Our drawings, sketches, photographs, operating manuals, production know-how, software etc. remain the intellectual property of RBÖ/RBI and enjoy legal protection with regard to imitation, duplication, competition etc. Unless our consent has been obtained in writing, they may not be imitated, reproduced or duplicated, nor may they be disclosed or handed over to any third party. Moreover, they may not be used for any purpose other than that for which they were originally supplied. This shall also apply in the event that an agreement is concluded with the customer.
- 2.3 Our prices are to be read as conditional, net ex-works prices only. In the event of extraordinary occurrences (e.g. war, armed conflicts, natural disasters, boycotts, strikes, significant changes in exchange rates etc.) we shall be entitled - even subsequently to the conclusion of an agreement - to adjust our prices to reflect the changed circumstances. "Extraordinary occurrences" shall also be deemed to include any changes in the legal position or the licensing conditions etc. as a result of which increased outlays are incurred in the production of the contract goods (i.e. the "Object of the Agreement"). This provision shall also apply in cases where fixed prices have been agreed.
- 2.4 Where prices are quoted in foreign currency, the exchange rate used for the offer will be the Austrian National Bank's buying rate for the foreign currency in question on the date of the offer. The price is thus to be read as the price in euros on the said date. Any additional costs resulting from exchange-rate differences which may have arisen by the time of contract-confirmation or of delivery are to be borne by the customer.
- 2.5 Obvious errors, particularly in our offer or in documents forming part of the offer, entitle us either to cancel the agreement or to make reasonable changes to the agreed prices, at our discretion.
- 2.6 Cost estimates are without obligation, in every respect.

3. CONTRACTS

- 3.1 Contracts shall only come into being by virtue of our written contract confirmation (Pt. 4), whether by post, telefax or e-mail, and shall only become effective for us from this time forth.
- 3.2 We reserve the right to refuse to conclude a contract, without stating reasons, even in cases where an offer was submitted by ourselves.
- 3.3 If the customer (the orderer of the goods) is not identical with the purchaser or ultimate buyer, then the customer shall, by placing the order, assume all the commitments of the ultimate buyer or purchaser, entering into the latter's rights and obligations. The orderer is thus also obliged to pay for the goods in cases where - despite the fact that we are ready to deliver - delivery to the purchaser or ultimate buyer is not possible. The orderer undertakes to pay compensatory damages for all costs or diminished earnings resulting from the fact that we cannot now sell the goods, or can only do so elsewhere. This applies both to goods that have already been delivered and to those that have not yet been delivered or are still being manufactured.

- 3.4 Until such time as a decision has been taken as to whether we shall accept a contract (i.e. contract confirmation) or refuse to conclude it, the orderer shall be bound by its order. An order may only be cancelled with our consent, and only after reimbursing us both for all costs incurred by ourselves and - at our discretion - also for our loss of profit. The same applies with regard to any cancellation of a previously concluded agreement.
- 3.5 Even after we have issued a contract confirmation, the agreement shall only be binding upon us if no objections are raised to it by governmental or other public bodies (e.g. import or export prohibitions, production bans, standards, approvals regulations, etc.). In such cases, we are entitled to cancel the agreement without compensation of any kind. If we do not declare the agreement cancelled, then it shall remain in force; the risk resulting from the circumstances stated above shall be borne by the customer.

4. CONTRACT CONFIRMATION

- 4.1 Contracts only come into being by virtue of our written contract confirmation (by post, telefax or e-mail). This confirmation is only issued following clarification of all the technical and commercial questions involved.
- 4.2 We reserve the right to deliver without issuing any contract confirmation. The delivery of ordered goods supersedes the contract confirmation.
- 4.3 The prices quoted in contract confirmations shall only be deemed to be fixed prices where the delivery times are less than one month. For longer delivery periods, we reserve the right to invoice the prices applicable on the day of delivery.

5. DELIVERY DATE

- 5.1 The delivery period shall commence on the date of the contract confirmation. If a down-payment has been agreed, the delivery period shall not commence before the date on which we receive such down-payment.
- 5.2 Delivery dates are quoted "ex-works". We shall have fulfilled our obligation to deliver when we notify the orderer that the Object of Delivery is at the orderer's disposal.
- 5.3 Where several delivery dates are stated, i.e. agreed, the earlier dates are merely approximate guidelines (i.e. declarations of intent or target dates) which do not establish any legal obligation on our part. We shall use our best endeavours to meet these target dates.
- 5.4 The delivery time stated in the contract confirmation is agreed to the best of our knowledge on the assumption that normal conditions will prevail. A reasonable extension of the delivery time shall be accorded to us in each event of occurrences such as shortage of transportation facilities, stoppages or business disruption, strikes, labour restrictions, seizures, rejection of key workpieces etc. (either at RBI/RBÖ or at a subcontractor's), delayed shipment or late delivery of unmachined parts and finished components, chassis, engines etc., unforeseen or unforeseeable difficulties with border formalities and inward or outward customs clearance etc., without this entitling the customer to cancel the agreement or to assert any claims of any kind. We shall immediately advise the purchaser of the occurrence of any such circumstance, and notify it of a new delivery date. Such circumstances shall entitle the customer neither to cancel the agreement, nor to assert claims of any kind whatever, and in particular not to assert any damages claims.
- 5.5 If any change is requested by the customer, we shall be entitled to unilaterally declare a new delivery date.

6. DELIVERY

- 6.1 In contracts involving a foreign country or countries, the terms of delivery are to be construed in accordance with the latest edition of INCOTERMS, unless otherwise provided in the present Terms and Conditions of Sale, Repair and Delivery.
- 6.2 We are entitled to effect partial or prior deliveries.
- 6.3 If delivery of the ordered goods is not possible at all, or is not possible in a timely manner, for whatever reason, we shall be entitled - at our own discretion - to deliver either equivalent or similar goods in place of the goods originally ordered from us, at the agreed price. Any such change in the goods to be delivered shall not entitle the customer either to terminate the agreement or to cancel the sale, nor to claim any reduction in price or to otherwise curtail any of the obligations incumbent upon the customer under the agreement.
- 6.4 Unless expressly agreed to the contrary, all deliveries shall be made ex-works. The risk shall pass to the purchaser as soon as the goods are available, i.e. at the purchaser's disposal, on our premises.
- 6.5 Unless expressly agreed to the contrary, the goods are shipped uninsured, at the customer's expense and risk. Even in cases where a "carriage-paid" or other form of delivery agreement has been concluded, we accept no liability for damage or loss in transit.
- 6.6 Unless expressly agreed to the contrary, packing is invoiced at cost. Packaging materials cannot be taken back by Rosenbauer.
- 6.7 Where it has been agreed that shipping will be effected by ourselves, we shall only be liable for our shipping instructions in cases where the customer has given us shipping instructions which we have then confirmed.
- 6.8 If import licences or other documents should be needed in order to effect the importation and/or shipping of orders involving a foreign country or countries, the customer undertakes to provide such documents when the contract is placed, and in any event in sufficient time. All costs and disadvantages, of whatever kind, which result from such documents not being supplied at the agreed time, or not in sufficient time, are to be borne entirely by the customer. We accept no liability whatsoever in this connection, and shall be indemnified and held harmless by the customer for all disadvantages and expenses suffered by ourselves in this regard.
- 6.9 All samples and showpieces requested by the customer, or any other items placed at the customer's disposal, must be returned to us - carriage-free and insured - within four weeks of their arrival at the customer's, failing which such items shall be considered sold and the invoice amount shall fall due immediately. These items and goods shall remain our property until payment has been received in full. Specially fabricated goods, and items that are deemed to have been sold, cannot under any circumstances be taken back.
- 6.10 In cases where operating manuals, spare-parts lists, drawings and other documents are enclosed with the goods, only one copy of each such document shall be supplied. Any additional copies will have to be invoiced separately. If introductory training has been expressly agreed, this shall be given by a service technician selected by ourselves, and will be of one day's duration. Longer introductory training courses of up to a total of three days' duration shall be at our discretion. Training courses lasting longer than this shall require separate agreement. The service technician's training fee, travel expenses, overnight allowances and board and lodging costs will be charged to the customer's account.
- 6.11 An acceptance inspection of the product in the customer's presence will only be performed if specially agreed. The acceptance inspection shall be deemed to have taken place if it has not been performed by the customer, or this latter's representative, by the 7th day following the inspection date announced by ourselves. Tests or other inspections going beyond the usual in-plant acceptance tests must be agreed separately. The costs and expenses incurred are to be borne by the customer.

7. PAYMENT

- 7.1 The place of performance for all payments shall be Linz, Austria, even in cases where the delivery of the goods or other services is effected - in accordance with the agreement - at some other place.
- 7.2 All payments are to be made in cash or into our account at either Oberbank AG, Bank Austria Creditanstalt AG or Raiffeisen Landesbank OÖ.
- 7.3 The payment must be made without deduction upon receipt of the invoice, unless otherwise agreed in the agreement and/or in the contract confirmation.
- 7.4 If a payment is not made by the agreed deadline, interest will be charged at a rate of 10% per annum, together with all expenses and costs incurred. In this case, we shall be entitled to make the delivery of the goods to the customer, and/or the completion of work in progress, conditional upon the receipt of prepayment of the agreed price, or of bank security for such payment, or to withdraw from the agreement altogether. If the customer should default on a payment, this shall render all agreed delivery dates null and void.
- 7.5 It is not permissible to offset receivables of the purchaser's or of third parties against the agreed price.
- 7.6 The goods supplied shall remain our property until such time as the agreed purchase price, and any incidental charges (7.4), have been paid in full. Until the passage of title, the customer is not entitled to resell or pledge the goods, or otherwise to hand them over to third parties, without our consent. If the Goods are trespassed upon by third parties (e.g. seizure), the purchaser is obliged to inform us immediately and to give us the opportunity of asserting our title to the goods. Such assertion of our ownership shall, at any event, be at the purchaser's expense. Our title shall also still stand in cases where the Object of Delivery has been mixed, combined, processed or otherwise transformed together with other items of the purchaser's or of third parties. If the legal system in whose jurisdictional territory the Object of the Agreement is located does not admit the retention of title, yet still allows us to retain other rights in the Object of the Agreement (especially the right to assign our claims against another purchaser), then we shall be entitled to exercise all rights of this nature. In all cases in which the goods which are subject to retention of title are disposed of, and especially if they should be re-sold, the purchaser is obliged to provide us with all necessary information, to allow us to inspect all necessary documents, and to assign to us (at its own expense) all claims against third parties to whom the Object of Delivery may have been passed on, and - at the same time as any such re-sale - to notify the subsequent purchaser of the assignment, or at least to make a record of the assignment in its books. All levies in connection with the delivery, such as taxes, fees, duties, charges etc., are to be borne by the purchaser.

8. WARRANTY

- 8.1 Unless the agreement provides for any rights going beyond the below, we only give a warranty on our products to the first customer (provided that this latter's payment obligations have been fulfilled), to cover the products' freedom from defects in both materials and workmanship, in line with the state of the art at the time when we put the products in question on the market. The first customer may only rely on this warranty if it proves that the defect was already present upon delivery, and gives us immediate written notice (within no more than 3 days) of any defects that may have occurred, with an exact description of the defect(s) in question. Complaints regarding non-contract-compliant workmanship, or regarding defects that could be found upon immediate inspection of the Object of Delivery, must be made in writing within a maximum of three days of the Goods' arriving at their destination, or (where an acceptance inspection has been agreed as per Pt. 6.9) within three days of this acceptance inspection, failing which the warranty claim shall be forfeited.
- 8.2 The warranty period totals 12 months and commences at the time of the ex-works delivery. After this period has elapsed, our warranty obligations shall cease. In the case of contracts involving a foreign country or countries, the warranty period shall be for 13 months, provided that shipping can be shown to have taken longer than four weeks. The remedying of any defects does not prolong the warranty period, or any guarantee periods.
- 8.3 The warranty coverage is directed at the remedying of defects which substantially impair serviceability. We are entitled, at our option, either to repair parts that have become defective, or to replace them with new parts.
- 8.4 For parts not manufactured by ourselves - including cases where such parts have been incorporated or otherwise used in our products - our warranty is limited to our assignment (to the customer) of our claims against the supplier.
- 8.5 The warranty coverage shall lapse if any alterations, repairs or other interventions have been carried out on the Object of Delivery without our prior written consent.
- 8.6 Our warranty obligation shall only apply to defects which occur despite the stipulated operating, maintenance and installation instructions having been complied with. In particular, it does not cover defects that result from unsuitable or improper use, overloading, faulty or negligent treatment, non-authorised utilisation and/or modification of any software supplied (pursuant to Pt. 10.2 hereof), the use of untrained or unsuitably trained staff, or natural wear-and-tear, or to defects that occur in cases where the operating, maintenance and other instructions of our suppliers have not been observed.
- 8.7 Any warranty claims of the customer's which go beyond the above, and in particular any claims for termination or price reduction, shall be excluded, as shall any damage claims for deficient delivery. The customer is also not entitled to withhold the purchase-price amount, either in whole or in part, in the event that defects occur. If the customer arranges for repair to be carried out by a third party, then - even if the customer may have been entitled to make such an arrangement - we may only be invoiced for such costs as we would have incurred ourselves if we had had the repair carried out by our own trained staff.

9. DAMAGES

- 9.1 It is expressly agreed that we are to indemnify the first customer for any injury to persons, or for any damage to goods that are not the Object of the Agreement, or for other instances of damage, only to the extent that it is proven from the circumstances of the individual case that we have acted with deliberate intent or the grossest negligence. If the customer is not a consumer within the intendment of the Austrian consumer protection legislation known as "Konsumentenschutzgesetz", then no liability will on any account be accepted for consequential damages, for other damage and for loss of profit, interruption of business or production outages. In cases of damage for which product liability laws stipulate compensation, our liability towards entrepreneurs shall be limited to liability for injury to persons only.
- 9.2 The amount of the damages payment may not exceed the amount which we could have foreseen as a possible consequence of the breach of contract.
- 9.3 Even in the event that a disclaimer of liability may be inoperative, we shall not be liable in any case of force majeure. "Force majeure" is to be understood as any unforeseeable event, of an extraordinary nature, that is outside the control of the contracting parties. The term also refers to circumstances such as industrial conflicts and all other situations occurring independently of the will of the parties, such as fire, mobilisation, seizure, embargo, insurrection, war, etc.

- 9.4 The Object of the Agreement only offers the safety that is to be expected by reason of statutory provisions, official regulations, operating manuals, instructions from suppliers on how to treat the Object of the Agreement (manuals, servicing instructions etc.) - especially with regard to prescribed testing and inspection - and other directions given. The customer is obliged to observe all rules regarding the Object of the Agreement, including those issued by the manufacturer, and to use the Goods - including all components and any included software - only for their proper and intended purpose.
- 9.5 If the customer is held liable for damages to third parties by reason of non-blame-dependent liability (i.e. liability regardless of negligence or fault) in accordance with mandatory statutory provisions, this customer (provided that it is not a consumer) shall not be entitled to seek recourse from us.
- 9.6 If the customer is not an entrepreneur, we shall only assume non-blame-dependent liability to the extent that the customer would otherwise be directly liable itself. In this case, the liability for the damages is to be apportioned between the customer and ourselves, in good faith and having reasonable and favourable regard to our business circumstances, the nature, scope and duration of the business relationship, and - where applicable - also to the value of components supplied to us.
- 9.7 The customer is obliged to take all reasonable and possible steps to avoid any event of loss, and to minimise any damage which may have occurred. Should the customer fail to take such steps, we shall be entitled to require a fair and reasonable reduction in the size of the damages claim.
- 9.8 If the limitations to our liability agreed here should prove to be entirely or partially without legal force, then the maximum possible limitations to the substance and scope of our liability permitted under the applicable legal system shall apply.

10. UTILISATION OF SOFTWARE

- 10.1 Where the scope of supply also includes software, the customer is granted a non-exclusive right to utilise the software supplied, including its documentation. The software is only made available for use on the Object of Delivery that is supplied for this purpose. Utilisation of the software on more than one system is prohibited.
- 10.2 The customer is only allowed to duplicate, process and adapt the supplied software to the extent allowed by law, and then only insofar as is necessary in order for the person(s) authorised to use the software to do so in accordance with the intended purpose. Any editing, processing or adaptation going beyond the above shall require our express written consent in any case. Any unauthorised processing, alteration or adaptation of the software supplied shall result in the immediate and final forfeiture of the customer's relevant warranty and indemnity rights.
- 10.3 Failure to comply with any installation conditions or installation instructions shall lead to the immediate and final forfeiture of the customer's relevant warranty and indemnity rights.
- 10.4 If the utilisation of the supplied software has been made subject to a time limit by RBÖ/RBI, then the customer shall not be allowed to utilise or otherwise make use of the software after the expiry of this time limit.
- 10.5 Save as may be provided to the contrary in other statutory provisions, decompilation of the supplied software is expressly prohibited and may only be performed with our express written consent.
- 10.6 The customer undertakes not to remove manufacturers' references, especially copyright notices, and to refrain from altering any of these without first obtaining express written consent from RBÖ/RBI.
- 10.7 All other rights pertaining to the software, the source code and the documentation, including all copies thereof, shall remain vested in RBÖ/RBI and/or the software supplier. Sublicensing is not permitted.

11. JURISDICTION

- 11.1 The place of performance for all our deliveries and services is Linz, Austria. The place of jurisdiction for all disputes which may arise between ourselves from the agreement or from its formation, implementation or termination, shall be the competent court in Linz, Austria, having jurisdiction in rem.
- 11.2 Submission of any such dispute to a national or international arbitration tribunal shall only be possible with our prior written consent.
- 11.3 In the event of a dispute - of whatever kind - arising in connection with a contract, the present Terms and Conditions of Sale, Repair and Delivery, other written agreements, offers, cost estimates, contract confirmations, invoices, documents, papers, notices, operating manuals, spare-parts lists, price lists (catalogues) etc., the original German text shall always prevail.

12. GENERAL REMARKS

- 12.1 These Terms and Conditions of Sale, Repair and Delivery shall govern the initiation, conclusion, execution and termination of all of our legal transactions, except as may otherwise be agreed in the respective contract confirmation or in other written agreements reached at a later date. They shall also apply analogously to other services performed by ourselves, and in particular to repairs.
- 12.2 All agreements, and any alterations thereto, and all statements that have to be made by reason of the agreements that have been concluded, shall only be effective if made in writing. For this purpose, statements made by telefax or e-mail shall satisfy the requirement for the written form.
- 12.3 General conditions of business of the customer's shall only be effective for us if we have expressly confirmed, in writing, that these shall be effective. Any exclusion of our Terms and Conditions, and any alterations or amendments to them by the purchaser, shall only be effective if we have given our express written consent thereto.
- 12.4 Pursuant to § 35 Sect. 1 of IPRG (the Austrian Private International Law Act) and to Art. 3 Sect. 1 of the European Convention on the Law Applicable to Contractual Obligations, all contracts and contractual relationships (including the initiation, conclusion, execution, termination and formation of the same), and the validity of these Terms and Conditions shall be governed exclusively by Austrian law, to the exclusion of UN commercial law (UN Convention on Contracts for the International Sale of Goods). This also applies especially to questions bearing upon the validity, applicability and interpretation of these Terms and Conditions of Sale, Repair and Delivery.
- 12.5 If any provision - or any part of any provision - of these Terms and Conditions of Sale, Repair and Delivery should be, or become, invalid or void, this shall have no effect upon the validity of the remaining provisions.