

GENERAL TERMS AND CONDITIONS OF BUSINESS (GTCB)

of Rosenbauer International AG, FN 78543 f, Provincial Court of Linz
of Rosenbauer Österreich GmbH, FN 86625 x, Provincial Court of Linz
of Rosenbauer E-Technology Development GmbH, FN 477072 b, Provincial Court of Linz

The GTCB shall not apply to consumers within the meaning of the Consumer Protection Act (KSchG).

1. DEFINITIONS

- 1.1 "Purchaser" refers to the buyer and contracting party.
- 1.2 "End User" refers to any person, organization or corporation that uses the delivery item or in which delivery item is used.
- 1.3 "Order" or "Contract" refers to any type of contract between Rosenbauer International AG or Rosenbauer Österreich GmbH or Rosenbauer E-Technology Development GmbH on the one hand and the Purchaser on the other hand.
- 1.4 "We" refers to Rosenbauer International AG or Rosenbauer Österreich GmbH or Rosenbauer E-Technology Development GmbH.
- 1.5 "Purchase Order" refers to any offer to conclude a contract brought to the attention of Rosenbauer International AG or Rosenbauer Österreich GmbH or Rosenbauer E-Technology Development GmbH by the Purchaser.
- 1.6 "Quotation from us" refers to any quote by us, any offer and any related request to the Purchaser to make an offer to conclude a contract (purchase order) with us.
- 1.7 "Goods" refer to the service (subject of the contract) to be provided by us as per the contents of the respective order; in particular any object to be supplied by us (delivery item).
- 1.8 "International Orders" refer to orders where the Purchaser or End User typically resides in a country other than Austria.
- 1.9 "Working Day" refers to any day from Monday to Friday, unless it is a public holiday in Austria.

2. SCOPE OF APPLICATION

- 2.1 Unless otherwise agreed (see also 2.2 and 2.3), our offers, orders, sales and deliveries shall be made solely in accordance with our GTCB, as reproduced below in their current version. In addition, our GTCB can be downloaded at any time from the "General Terms and Conditions of Business" section, or by following the link www.rosenbauer.com/AGB including the following pages, and can also be saved and printed out by the Purchaser in a reproducible format.
- 2.2 These GTCB shall also apply as a framework agreement for all future transactions regarding the sale and/or delivery of our products to the same Purchaser without us having to refer to them again in each individual case.
- 2.3 We hereby expressly object to any Terms and Conditions of Purchase of the Purchaser. Any deviating agreements from our GTCB shall only apply if, and insofar only for an individual case, these have been confirmed in writing by us as an amendment to our GTCB. This approval requirement shall apply in any event, for example even if we, being aware of the Purchaser's Terms and Conditions of Purchase, execute delivery to it without reservation. There were no verbal side agreements made upon conclusion of the contract.
- 2.4 Individual Purchaser agreements reached expressly with us in individual cases (including side agreements, additions and amendments to these GTCB) shall have precedence over these GTCB, provided they came into effect following the conclusion of this contract. The content of such individual agreements shall require a written contract or, if no such contract exists, written confirmation from us to the Purchaser.

3. OFFERS AND COST ESTIMATES

- 3.1 All parts of our offers are subject to change without notice, unless they have been expressly designated as binding for a defined time period.
- 3.2 Illustrations, designations, descriptions, dimensions and weights are only approximate in terms of their details and are non-binding with regard to possible deviations and amendments deemed reasonable for the Purchaser and End User by virtue of new experiences and improvements.
- 3.3 Our prices are subject to alteration and are net ex works. We are entitled to adjust our prices to changed circumstances even following the conclusion of the contract, in case of extraordinary events (e.g. wars, war-like disputes, natural disasters, delivery blocks, strikes etc.). Extraordinary events also include changes to the legal situation, approval and export terms etc., which lead to increased expenses for the production and supply of the subject of the contract. This also applies if the prices were agreed as fixed prices.
- 3.4 If prices are denominated in a foreign currency (= currency other than EUR), then the Offer shall be based on a calculation exchange rate, the validity of which is stated in the Offer. Any additional costs arising up to the date of the order confirmation and/or the actual delivery of the goods as a result of exchange rate differences outside the validity of the calculation rate shall be borne by the Purchaser, who shall in turn compensate us.
- 3.5 If there are any obvious errors, in particular errors that were already included in our Offer as well as in the accompanying documents, then we shall be entitled to terminate the contract or to adequately amend the agreed prices at any time and at our discretion.
- 3.6 Cost estimates shall not be binding in any way, unless the binding nature of any such cost estimate is expressly stated by us in writing.

4. ORDERS

4.1 Orders are only established upon our written order confirmation (by mail, fax or e-mail). This shall be issued once all technical and commercial queries have been clarified.

4.2 We shall reserve the right to deliver goods ordered without any order confirmation. The delivery of any such ordered goods shall replace the order confirmation.

4.3 If an Offer was made by us, then we shall also reserve the right to reject purchase orders without specifying the reasons for doing so.

4.4 If the Purchaser is not the same as the End User or the final destination of the goods is not the same as the country in which the Purchaser resides, then the Purchaser undertakes to inform us of the final destination.

4.5 If the Purchaser is not the same as the End User, then the Purchaser must fulfill all obligations (e.g. provision of proof of usage and final destination) that are necessary in order for the End User to be able to receive and use the goods. The Purchaser also undertakes to pay for the goods if they cannot be delivered to the End User (either directly by us as part of a drop shipment or by the Purchaser forwarding them on to its own customer) due to the fact that such obligations have not been fulfilled. The Purchaser undertakes to pay compensation, regardless of negligence or fault, for any costs, reduced revenues or other financial losses arising from a breach of any such obligations.

4.6 The Purchaser shall be bound to its purchase order for 10 working days until such purchase order is accepted (order confirmation) or rejected by us. A purchase order may only be cancelled within this period following written approval by us.

4.7 Even after we have issued the order confirmation, the contract shall only be binding for us provided no governmental or other official bodies have raised any objections against the contract (e.g. import bans, export bans, bans on production, standards, licensing requirements etc.). In such cases, we shall be entitled to withdraw from the contract without having to provide any service. If we fail to declare our withdrawal from the contract, then it shall remain in force and the Purchaser shall assume any risk arising from the aforementioned circumstances.

5. DELIVERY DATE

5.1 The delivery deadline specified in our Offers or in the order confirmation shall commence on the date of the order confirmation. Where an advance payment has been agreed to, the delivery deadline does not begin until we have received this advance payment.

5.2 Delivery dates shall apply ex works. Our obligations shall have been fulfilled if the delivery item is made available to the Purchaser, i.e. if the readiness for delivery is notified to the Purchaser. If the delivery item is dispatched or transported by the Purchaser or its agents, then the risk for doing so shall also be transferred to the Purchaser.

5.3 If multiple delivery dates are specified or agreed, then the earlier dates shall merely be guidelines (declaration of intent, target) which do not create any legal obligations for us. We shall strive and indeed use our best efforts to comply with these guidelines.

5.4 The delivery deadline specified in the order confirmation shall be agreed to the best of our knowledge, subject to normal conditions. The delivery deadline shall be extended appropriately, without giving the Purchaser any right whatsoever to rescind or to assert claims of any kind, in case of events such as lack of transport, disruption of operations, strikes, labor restrictions, seizures, damage to important work pieces etc. suffered by us or a subcontractor, and delayed carriage and delivery of raw materials and components, chassis and motors etc., unforeseen difficulties during border processing and import or export customs clearance. We shall immediately notify the buyer upon occurrence of any such event and specify a new delivery deadline.

5.5 If the Purchaser requests any technical, commercial or schedule-based change to the Order, then we shall be entitled to unilaterally specify a new delivery deadline.

6. DELIVERY AND DISPATCH

6.1 If it is an International Order, then the terms and conditions of delivery must be drawn up in accordance with Incoterms, as amended, unless otherwise specified under the terms of this contract or these GTCB.

6.2 We shall be entitled to carry out partial or advance deliveries.

6.3 We shall be entitled to deliver, at the stipulated price, goods that are, in our opinion, of an equivalent value or design instead of the ordered goods if it is impossible – for whatever reason – to deliver the ordered goods at all or in a timely manner. Such changes are only permitted if they are reasonable for the Purchaser. If the Purchaser approves such changes to the goods, then it cannot subsequently plead that this is unreasonable and, for this very reason, shall neither be entitled to withdraw from the Contract nor to request the cancellation of the sale, a price reduction or a restriction of its existing obligations under the terms of the Contract.

6.4 Unless otherwise expressly agreed, the goods shall be dispatched uninsured at the risk and for the account of the Purchaser. We shall only insure the delivery item against theft, breakage, transport, fire and water damage and other insurable risks at the written request of the Purchaser. Any other costs arising as a result shall be borne by the Purchaser.

6.5 If the goods are dispatched by us in accordance with the agreement, we shall only be liable for our shipping arrangements if there are shipping instructions provided by the Purchaser which were confirmed by us.

6.6 If import/export licenses or other documents are necessary for International Orders in order to carry out an import/export, or for transportation purposes, then the Purchaser undertakes to provide these documents at the time of issuing the Order, or at least in a timely manner in any case. Any costs and losses incurred as a result of the failure to supply such documents in a timely manner shall be borne solely by the Purchaser, irrespective of their nature. We shall not assume any liability whatsoever in this regard, and shall be indemnified and held harmless by the Purchaser for any losses and expenses incurred by us as a result.

6.7 Sample items requested by the Purchaser, display items or other goods made available must be sent back to us, prepaid and insured, within four weeks of receipt by the Purchaser. Otherwise these items shall be deemed to have been sold, and the invoice amount shall be due with immediate effect. We shall retain ownership of these items and goods until payment is received in full.

6.8 Only one copy of operation manuals, spare parts lists, drawings and other documents shall be provided with the goods. Additional copies shall be invoiced separately. If express agreement was reached regarding training, then this shall be performed by a Service technician as selected by us, unless otherwise agreed. The training, travel, accommodation and subsistence costs incurred by the Service technician shall be invoiced to the Purchaser.

6.9 The goods shall only be accepted in the presence of the Purchaser if this has been agreed separately. Tests or other examinations that go beyond typical factory acceptance tests must be agreed separately. The costs and expenses shall be borne by the Purchaser.

6.10. Provided this is to be performed by us in accordance with the agreement, the goods shall be dispatched by transport service industry partners selected by us and in line with standard regular delivery times. Packaging material cannot be taken back.

7. DELAY AND IMPOSSIBILITY OF PERFORMANCE

7.1 The written agreement of a binding delivery date, a written reminder by the Purchaser to perform the service within a reasonable grace period and the fruitless expiry of the grace period are all prerequisites for a delivery delay occurring.

7.2 If the Purchaser is able to demonstrate it has suffered a loss as a result of a delivery delay caused purely by gross negligence on our part (see Article 7.1 of these GTCB), then it shall be entitled to compensation totaling 5% of the value of the part of the delivery that cannot be used by the Purchaser either on time or as intended as a result of said delivery delay. Any further claims on the basis of a delivery delay shall be excluded.

7.3 Notwithstanding any right of rescission of the Purchaser in the event of defects (see Article 11 of these GTCB), and provided more than two months have elapsed since the delivery delay in accordance with item 7.1 occurred, the Purchaser may only withdraw from the Contract as a result of a breach of duty for which we are responsible; any damage compensation claims shall be made exclusively in accordance with Article 7.2. We on our part shall be entitled to withdraw from the Contract in the event of an initial or subsequent impossibility of performance; in the event of a withdrawal owing to impossibility of performance, the Purchaser shall not be entitled to any claims over and above Article 7.2.

7.4 The Purchaser undertakes to declare at our request, and within a reasonable period of time, whether it intends to withdraw from the Contract as a result of the delay in the delivery, or whether it wishes to insist on such delivery being made. If the Purchaser fails to provide any such declaration within a reasonable period of time as set by us, then the Purchaser shall no longer be entitled to reject the delivery or withdraw from the Contract, and cannot assert any damage compensation claims in place of performance.

8. RISK AND DEFAULT OF ACCEPTANCE OF PURCHASER

8.1 Provided the goods are dispatched or transported by us, the risk of accidental loss or deterioration of the delivery item shall transfer to the Purchaser no later than when sending the delivery item to the Purchaser; this shall apply even if partial deliveries have been made or other services, in particular shipping costs or transportation, have been accepted by us as well.

8.2 If the goods are dispatched by us and the dispatch is delayed due to circumstances for which the Purchaser is responsible, then the risk of accidental loss or deterioration of the delivery item shall transfer to the Purchaser at the time notification that the goods are ready for shipment is sent. In such cases we shall be prepared, at the written request of the Purchaser, to take out insurance policies as requested by the latter. Any costs arising as a result shall be borne by the Purchaser. In any event, the Purchaser undertakes to reimburse additional expenses incurred by us as a result of any such delays.

8.3 If the Purchaser is in default of acceptance, fails to cooperate or delays our delivery for any other reasons attributable to the Purchaser, then we shall be entitled to demand compensation for any losses and additional expenses (e.g. storage costs) incurred by us as a result of any such delay, irrespective of whether the Purchaser was at fault or not. In order to do this, we shall charge flat-rate compensation totaling at least 0.5% of the invoice amount per week, but no more than 10% in total, commencing on the delivery deadline or, in the absence of a delivery deadline, date of notification that the delivery item is ready for shipment. This shall also apply if the goods are stored in the premises of another manufacturer. The proof of higher damages and our other statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; the flat-rate compensation shall however be offset against further monetary claims. We shall also be entitled to otherwise dispose of the delivery item and deliver to the Purchaser with an appropriately extended deadline at the prices applicable at the time after setting a reasonable grace period to accept the delivery item, and such grace period expiring without success.

9. PAYMENT

9.1 Linz, Austria shall be the place of fulfillment for all payments, even if the transfer of the goods or other services takes place at a different location as agreed.

9.2 Unless otherwise agreed, all of our prices shall apply ex works in EUR plus the applicable rate of VAT. Where applicable, additional costs for packaging, transport, insurance, customs etc. in particular shall be charged separately. All domestic and foreign incidental costs incurred in conjunction with the delivery shall be borne by the Purchaser. All payments must be made, at our discretion, either in cash or by bank transfer to one of our bank accounts stated on the invoice. If the Purchaser receives a request to change our bank details, the contact person at our company must be contacted immediately.

9.3 Each payment must be made without deductions at the time the invoice is received, unless different arrangements were made in writing.

9.4 If a Purchaser's payment by way of transfer is not made from an account held by the Purchaser, then the payment shall only have a discharging effect if this has been agreed in advance or if we accept this payment subsequently and in writing. If there is no prior agreement in place, we shall be entitled to demand a new payment and withhold any payments received until the payment is made by bank transfer from an account held by the Purchaser.

9.5 If a payment has not been made by the agreed date, we shall be entitled to charge the Purchaser statutory default interest (§ 456 UGB) plus all accrued expenses and costs. In this case, we shall be entitled to make the handover of goods to the Purchaser, irrespective of the order in question, and the further completion of the goods contingent on the advance payment or bankable securing of the agreed price, or fully withdraw from the Contract. Any agreed delivery dates shall be invalid in the event of default by the Purchaser.

9.6 Purchaser claims may not be offset against our claims unless they are legally related to the objective liability of the Purchaser and they concern legally established claims or claims that we have recognized in writing.

9.7 The delivered goods shall remain our property until full payment of the agreed purchase price and any ancillary fees (9.2). With respect to Intellectual Property Rights, the provisions of Article 11. below shall apply exclusively. Until the time of ownership transfer, the Purchaser shall not be entitled to sell or pledge the goods, or otherwise cede them to third parties without our consent. In the case of utilization of the goods through third parties (e.g. distress), the Purchaser is required to notify us immediately and provide us with an opportunity to assert our ownership rights. These rights shall in any case be asserted at the expense of the Purchaser. Our ownership shall also be maintained if the delivery item is mixed or combined with other items of the Purchaser or a third party, processed or otherwise converted. In the event the laws for the area in which the delivery item is located do not allow for a retention of title, but does permit the reservation of other rights to the subject of the contract, in particular regarding assignments of claims against another buyer, we may exercise all rights of this kind. In the case of a resale in particular, the buyer shall provide to us all required information, grant permission to view all required documents and assign to us all claims against third parties to which the delivery item was transferred at its own cost, and also notify the secondary purchaser of the assignment of security at the same time the goods are sold, or at least note the assignment in its business records. All charges related to the delivery, such as taxes, duties, fees etc., are the responsibility of the Purchaser.

10. WITHDRAWAL FROM THE CONTRACT

10.1 The Purchaser shall have the right to withdraw from the Contract or the contract declaration submitted by it within the period mentioned below, without providing reasons for doing so, unless it relates to order-based manufactured or procured goods and the purchase of unaltered goods instead. It shall suffice for the notice of withdrawal to be sent within this period. The notice of withdrawal must be sent by letter, fax or e-mail to the return address contained in the delivery documents.

10.2 The withdrawal period is 5 Working Days. The withdrawal period shall commence on the date the incoming material is received by the Purchaser.

10.3 If the Purchaser withdraws from the Contract, it undertakes accordingly to send back the goods received in their original packaging, and without any traces of usage, to the return address contained in the delivery documents. The costs for returning the goods back shall be borne by the Purchaser. We shall then refund the purchase price accordingly. If the goods appear to have traces of usage or are damaged when they are sent back, then we shall reserve the express right to assert claims for price reduction.

11. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHT

11.1 We are and shall remain the sole holders of all industrial property rights and/or intellectual property rights in relation to the products created and/or supplied by us and the relevant production processes, their use and/or the operations for which they are used, to components, software and/or the relevant source codes and object codes and the user documentation, plans, sketches, descriptions, drawings, operating manuals, assembly instructions, calculations, cost estimates and other technical documents as well as models, prototypes, catalogs, brochures, illustrations, offers and the like, including, but not limited to, patent rights, trademark rights, design patents, utility models and copyrights as well as rights in relation to know-how and commercial, technical and/or process-related information. Except for a non-exclusive right to use the product for the intended goal as specifically put together and designed and as purchased from us, the Buyer shall not be granted any rights whatsoever, including, but not limited to, licensing or usage rights in relation to any of the aforementioned.

11.2 If the item delivered is a software product and/or if the product purchased from us includes software, the right of use shall relate solely to the product for which the software is acquired and/or with which the software is supplied, for the purpose of operating the product, and only for the period of active use of this product by the Buyer. The Buyer shall be the sole holder of these rights, which shall not be transferable and/or sub-licensable, unless the product is destined for resale to end users by the Buyer. Any other rights in relation to the software, the source code and the documentation including copies shall remain with us and/or the software supplier. The Buyer does not obtain any right of access to the source code.

11.3 If we provide the Buyer with manuals, end user documentation or similar instructions, such material is intended solely as support for the proper operation of the product. The Buyer shall not be entitled to use these documents in any way other than for the operation of the product; in particular, the Buyer shall not exploit, copy, disseminate, process and/or change such material or make it available or transmit or present it in any form whatsoever, irrespective of the medium on which it is carried and whether the relevant information is known at the time of contract conclusion or not. The only exceptions are any legally mandated rights granted within the scope of use of the software, especially rights as defined in Directive 2009/24/EC of 23 April 2009, Articles 5 and 6, under the conditions and prerequisites specified therein.

11.4 We shall be the sole holders of all rights in relation to products/services, knowledge, developments, inventions etc. created within the scope of and/or in connection with the provision of products/services by us, irrespective of whether the Buyer was in any way involved in the provision of these products/services and/or our products/services are implementations of the Buyer's specifications. Any rights arising for the Buyer shall automatically be transferred to us as the products/services, knowledge,

developments, inventions etc. are created, and we shall have the exclusive rights to use such products/services, knowledge, developments, inventions etc. Specifically, we shall have the exclusive right to apply for industrial property rights. With regard to applications for industrial property rights, the Buyer shall not assert any rights whatsoever, including, but not limited to, any right based on prior use.

11.5 The Buyer shall not be entitled to remove or alter and/or use our trade marks, emblems and/or other information on the product in any way whatsoever.

11.6 Any advertising material provided by us in order to be passed on to the end user, including, but not limited to, product brochures, catalogs or advertising folders, may be forwarded without prior approval to such customers in the form provided by us.

11.7 Should we, at the Buyer's request, consent to our documents being forwarded to customers of the Buyer, the Buyer must advise its customers of our rights set forth above and oblige them to comply with the above provisions. This applies especially to the duty to oblige all customers to comply with the above provisions. In cases of breach, the Buyer is liable for the behavior of its customers in the same way as for its own conduct.

11.8 We guarantee that the item supplied will be free of defects of title insofar as we will transfer ownership of the item delivered to the Buyer and/or may grant relevant usage rights with regard to the software. Apart from that, any warranties as to the absence of direct or indirect defects of title are excluded. Particularly, we give no warranty and assume no liability as to whether the item delivered and/or its use and/or the results thereof, in whole or in part, whether the item delivered is used separately or in connection with third-party products/third-party applications, indirectly or directly infringes any third-party copyrights and/or industrial property rights; in particular, any liability for contributory patent infringement is excluded.

11.9 In particular, it shall be the Buyer's responsibility to ensure that no property rights of third parties are infringed by the use of the contracted item and/or parts thereof.

11.10 If the Buyer acts in culpable breach of this duty and a third party makes an infringement claim against us, especially a claim based on contributory patent infringement, the Buyer shall indemnify and hold us harmless from any claims made by third parties and reimburse us for any losses incurred in this connection.

11.11 If we manufacture a product on the basis of the Buyer's design specifications, drawings, models or other specifications or if the Buyer requests that we use solutions or technologies provided by the Buyer, and if as a result a third party makes an infringement claim in relation to a patent or trade mark or design and/or copyrights against us, the Buyer shall expressly be obliged to fully indemnify and hold us harmless, especially also from claims relating to contributory patent infringement.

11.12 If the contracted item is a software and/or includes software, the following shall apply: The Buyer warrants that each contracted product/service conforms to the relevant documentation, especially also to the interface definition, and features the functions determined therein when shipped from the factory. Moreover, we warrant that each contracted product/service is free of any malware and/or known computer viruses when shipped from the factory. No further properties beyond that can be expected or promised, it being expressly specified that software does not run without errors and/or without interruption. Any statutory presumption of defectiveness is expressly excluded. Generally, we shall assume liability in relation to an alleged defect only if the Buyer can prove that the alleged defect is not attributable to circumstances in the Buyer's sphere. Such circumstances include for example improper use, use of improper data carriers and/or system components, other noncompliance with the defined system environment parameters, absence of appropriate anti-virus software and/or security measures which do not conform to standard levels of up-to-date technology, or employment of unqualified personnel. Moreover, warranty is only given in relation to reproducible defects.

11.13 In the case of a functional defect covered by warranty, we shall be obliged to either deliver a replacement or to improve the item delivered within a reasonable period. We expressly reserve the right to provide improvement through a workaround and/or provide a replacement which is essentially the same and offers the same features as the defective product/service. Should these measures be not appropriate for eliminating the defect, or if two attempts of improvement fail or cannot be carried out within a reasonable period, the Buyer shall be entitled to withdraw from the contract or to request a reasonable price reduction or compensation instead of performance, taking the limits of Article 13 below into account. Articles 11.8 and 11.9 shall apply by analogy.

12. WARRANTY

12.1 Provided no further claims have been agreed in writing in the Contract, and assuming all payment obligations are fulfilled, we shall grant the Purchaser, but not any third parties, a warranty against defects in material and workmanship in accordance with the state of the art applicable at the time the products are placed on the market by us. The Purchaser may only call upon this warranty if it can prove that the defect was present upon handover and if it immediately notifies us in writing, albeit no later than three Working Days, of any defect that has occurred along with a more precise description of the defect. Any complaints resulting from workmanship that is not in line with the order, and resulting from defects that could have been detected upon immediate investigation of the delivery item, must be notified in writing within three Working Days of the goods arriving at their destination and, in the event acceptance has been agreed (6.9), within three Working Days from acceptance, failing which it shall lose any warranty, error and damage compensation claim (including a damage compensation claim for consequential damages).

12.2 Unless otherwise specified by law, the warranty period is 12 months (6 months for replacement parts) and shall commence, unless acceptance has been agreed (6.9), upon delivery ex works or upon dispatch, if this is performed by us. Once this period has expired, we shall no longer accept any liability for warranty claims. For International Orders, the warranty period is 13 months if the duration of transit demonstrably exceeds a period of four weeks. The rectification of any defects shall not extend the warranty period and any agreed written guarantee periods.

12.3 Initially the Purchaser may only request that we carry out remedial work or replace the defective items. If the repair or replacement is not possible or is associated with disproportionate financial or actual costs, the Purchaser may request a

reduction in the price or rescission. Rescission shall not be considered if it is a minor defect within the meaning of the law. The warranty does not cover compensation for any frustrated installation and removal costs of defective goods.

12.4 The warranty claim is directed towards the rectification of defects that significantly impair usability. We shall, at our discretion, be entitled to repair parts that have become defective or replace them with new ones. Any such remediation work or replacements shall be carried out at the place of fulfillment; any related shipping costs shall be borne by the Purchaser.

12.5 For parts that were not manufactured by us, our warranty shall be restricted, even if the parts are installed or otherwise used in our products, to the claims that we have towards the supplier.

12.6 The warranty claim expires if the delivery item has been subject to modification, repair or any other interference without our prior written consent.

12.7 Our warranty obligation only applies to defects that occur despite compliance with the applicable operating, maintenance and installation provisions. In particular, it does not apply to defects that are the result of inappropriate or improper use, excessive stress, incorrect or negligent handling, non-authorized use or changes to the software supplied (in terms of the provision 13.2), use of unqualified personnel and normal wear and tear. This also applies in the case of failure to comply with the operating, maintenance and other provisions of our suppliers.

12.8 Any further warranty claims by the Purchaser, in particular claims for rescission or price reduction, shall be excluded as well as damage compensation claims arising from defective delivery. The Purchaser shall not be entitled to fully or partially retain the purchase price in the event of any defects either.

12.9 Where the Purchaser commissions a third party to perform repairs, only those costs may be charged to us which we would have incurred as a result of a repair using our own trained personnel, even if the Purchaser is entitled to carry out such repairs.

12.10 Recourse claims in accordance with § 933b ABGB are excluded.

12.11 The warranty in the area of intellectual property rights/software shall be governed exclusively by Article 11. above.

13. DAMAGE COMPENSATION

13.1 In the event of any personal injuries, the Purchaser shall be due compensation even for slightly negligent behavior on our part.

13.2 It is expressly agreed that we shall only have to pay the Purchaser damage compensation for damages other than personal injuries (Article 13.1) if it can be proven from the circumstances related to the individual case in question that we acted with intent or were grossly negligent. We shall assume no liability for consequential damages, including in particular lost profits, business interruption or loss of production. For damages that are to be compensated according to the Product Liability Act (PHG), we shall only be liable if this cannot be excluded as a result of mandatory statutory provisions. Any recourse claim in accordance with § 12 PHG is excluded.

13.3 The damage compensation may not exceed the amount that we would have been able to predict as a possible consequence of the breach of contract.

13.4 Even if a liability disclaimer is invalid, we shall not be liable for the occurrence of force majeure. Force majeure is understood to relate to unforeseeable events of an extraordinary nature which evade any control by the contracting parties. Force majeure also relates to circumstances such as industrial disputes and any other circumstances beyond the control of the parties, such as fire, mobilization, requisition, embargo, riot, war, pandemic etc.

13.5 The subject of the contract only offers a level of safety that can be expected on the basis of the statutory provisions, official regulations, operation manuals, supplier provisions for handling the delivery item (operation manuals, service provisions etc.), particularly in view of the prescribed tests and reviews, and other given information. The Purchaser is required to comply with all provisions that apply to the delivery item, including those of the manufacturer, and to only use the product, including all components and software, for its intended use.

13.6 The Purchaser agrees to take all reasonable and possible measures to prevent damage occurring and to keep any damage incurred as low as possible. We shall otherwise be entitled to demand a reasonable reduction of the asserted damages.

13.7 For the case that the limitations to our liability as agreed herein are found to be legally invalid in entirety or in part, our liability shall in any case be limited in terms of content and scope to the maximum level permitted.

13.8 For all training on the contractual goods (in particular training at the time of handing over the goods) the following shall also apply:

We expressly point out that the participants sent by the Customer to attend such training courses ("Participants") are exposed to increased risk when performing practical exercises on the equipment. All of these exercises are voluntary and are undertaken at the entire risk and responsibility of the Participant with regards to risks customary for this type of exercise. We must make Participants aware of any hazards of which they may not be aware, even with increased vigilance.

The Customer undertakes to have informed Participants of the need to

- **observe any notices and follow any instructions and safety guidelines given by the speakers/trainers employed by us and to observe and adhere to the internal and safety regulations;**
- **accept responsibility for their own physical and mental fitness during the training;**
- **notify us in detail of any ailments or impairments relevant for carrying out the training program and**
- **expressly declare not to be suffering from vertigo and to be sure-footed.**

We accept no liability for impairments of any type due to a Participant's lack of fitness or failure to observe notices given by the speaker/trainer employed by us. In particular, we do not accept liability for any damage or soiling of clothing and personal effects of the Participants during the training. Furthermore, the limitations on liability pursuant to these General Terms and Conditions of Business, and in particular this point 12, shall apply to training courses.

13.9 Liability in the area of intellectual property rights/software is additionally governed by Article 11. above.

14. USE OF SOFTWARE

14.1 Where the delivery scope includes software, the Purchaser or End User shall be granted a non-exclusive right to use the delivered software including its documentation. To this end, the software shall be made available only for use with the delivery item that has been provided for this purpose. The use of the software on more than one system is not permitted.

14.2 Non-compliance with installation requirements and installation instructions shall result in the immediate and definite loss of the Purchaser's warranty and damage compensation claims in this regard. Otherwise, the warranty shall be governed exclusively by Article 11. above if the subject matter of the contract is software or contains software.

14.3 Where we have imposed time limits to the use of delivered software, the Purchaser may not continue to use the software in any way whatsoever following the expiry of this time period.

14.4 Subject to differing mandatory statutory provisions, the decompilation of delivered software is expressly prohibited, and may only be performed with our express written approval.

14.5 The Purchaser undertakes to only remove manufacturer's information, particularly copyright notations, or to modify the same if it has received prior and express written approval from us for this purpose.

14.6 All other rights to the software, the source code and documentation, including the copies, shall remain with us or the software supplier. Sublicenses may not be issued.

14.7 With respect to intellectual property rights, the provisions of Article 11. above shall apply.

15. DATA PROTECTION AND COMPLIANCE

15.1 In accordance with the provisions on data protection, we expressly advise that the execution of an order will involve the storage of Purchaser names, addresses, telephone and fax numbers, e-mail addresses and payment modalities on a data carrier for the purpose of automated data processing. We are entitled to transfer, where necessary, the Purchaser's data to third parties that we have commissioned with executing the order so as to ensure proper fulfillment of the same. Beyond this, Purchaser data shall be handled in confidence and not forwarded to third parties.

15.2 The Purchaser shall not be permitted to offer, promise or grant a public official or individual obligated specifically for public service a payment or other benefit for himself or his immediate family members in return for carrying out, or intending to carry out in future, an official act that secures the Purchaser or us an unfair advantage as regards the delivery of products or commercial services. In the event of any breach, we shall reserve the right to assert any resulting damage compensation claims against the Purchaser.

16. PLACE OF JURISDICTION

16.1 Unless otherwise agreed in writing, the location of the delivering company shall be the place of fulfillment for all of our deliveries and services. The court with jurisdiction for such cases in Linz, Austria shall be the exclusive place of jurisdiction for all of our disputes arising from the Contract, the establishment of the Contract, the implementation and cancellation of the Contract; we shall however be entitled at our discretion to call upon the court with jurisdiction for such cases at the Purchaser's general place of jurisdiction instead of the aforementioned court.

16.2 A national or international court of arbitration may only be involved with our prior written consent.

16.3 The German-language text shall always be authoritative in the case of disputes, regardless of the type, which arise in connection with an order, these GTCB, other written agreements, offers, cost estimates, order confirmations, bills, documents, materials, notifications, operation manuals, spare parts lists, price lists (catalogs) etc.

17. GENERAL ASPECTS

17.1 These GTCB cover the initiation, completion, implementation and cancellation of all of our legal transactions, more specifically to the extent that other agreements have not been made in the respective order confirmation or subsequently in writing. They shall also apply analogously to other services provided by us. However, service work and repairs shall not be covered unless our Terms of Service have been agreed.

17.2 All agreements and changes to the same, as well as all declarations that must be issued on the basis of the agreements that have been concluded, shall only be valid if they have been made in writing. Declarations in text form (fax or e-mail e.g.) shall be deemed as complying with the written form requirement.

17.3 Austrian law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and rules on conflict of law, shall apply exclusively to all Orders and Contracts, their initiation, completion, implementation, cancellation and establishment. This shall also and particularly apply to issues regarding the validity, applicability and interpretation of these GTCB.

17.4 In the event that a provision of these GTCB, or parts thereof, are found to be invalid or void, it shall not affect the validity of the remaining provisions, and agreement shall be reached on such a provision that most closely matches the invalid or void provision.