

GENERAL TERMS AND CONDITIONS for the training4fire training program

of Rosenbauer International AG, FN 78543 f, Provincial Court of Linz, Austria
of Rosenbauer Österreich GmbH, FN 86625 x, Provincial Court of Linz, Austria
of Rosenbauer E-Technology Development GmbH, FN 477072 b, Provincial Court of Linz, Austria
of Rosenbauer Schweiz AG, FN CH-020.3.922.094-7, Provincial Court of Dielsdorf, Switzerland
of Rosenbauer Deutschland GmbH, HRB 9175P, Provincial Court of Potsdam, Germany
of Rosenbauer Karlsruhe GmbH, HRA 104380, Provincial Court of Mannheim Germany

1. APPLICABILITY

1.1 The following General Terms and Conditions ("GTC training4fire training program") apply to all user training, technology training, tactics and mission training, and individual training events of the "training4fire" training program of Rosenbauer International AG and Rosenbauer Österreich GmbH or Rosenbauer E-Technology Development GmbH or Rosenbauer Schweiz AG or Rosenbauer Deutschland GmbH ("Rosenbauer"). Registrants for a "training4fire" training event accept these General Terms and Conditions with their registration.

1.2 Any deviating, contradictory, or supplemental general terms and conditions will not become part of the contract, even upon knowledge thereof, unless their validity is explicitly agreed in writing.

2. CONTRACT CLOSURE

2.1 Offers related to the "training4fire" training program from Rosenbauer are always without obligation and non-binding.

2.2 To the extent not otherwise indicated for the relevant training program, registrations must be made online in writing using the registration form provided for this purpose, which may be accessed on the Rosenbauer website.

2.3 The contract for a training program becomes effective upon confirmation of acceptance of the registration documents by Rosenbauer.

3. PARTICIPANT'S RIGHT OF WITHDRAWAL

3.1 The participant's withdrawal from the training must be made in writing. The intent to withdraw may also be transmitted to Rosenbauer via email to training@rosenbauer.com. Withdrawal is at no charge if made 15 calendar days before the start of training. Any withdrawal between the 14th and the final day before the start of the course will be subject to a 50% cancellation fee. Rosenbauer will charge the full training fee for any withdrawal on the first or subsequent days of the training.

3.2 The date on which the withdrawal reaches Rosenbauer will be decisive in determining the deadline. The cancellation fee is due upon effectiveness of the declaration of withdrawal and is independent of the reasons for withdrawal or any fault.

3.3 In cases of consumer transactions under the terms of the Consumer Protection Law (KSchG), the consumer is entitled, when booking the training program online, to a statutory right of withdrawal within a period of seven workdays (Saturday is not considered a workday), beginning on the day the contract is concluded. However, such a right of withdrawal is not applicable if the training program will begin in accordance with the agreement within seven workdays of contract conclusion. Adherence to the right of withdrawal requires documented sending of the written declaration of withdrawal to Rosenbauer via regular mail or via email to training@rosenbauer.com within the withdrawal period. No cancellation fees will be applied when exercising this right of withdrawal.

4. TRAINING PROGRAM / TRAINER(S)

4.1 Rosenbauer retains the right for all training events to replace announced speakers/trainers with speakers/trainers of equal value or to make any necessary changes to the training program while preserving the overall character of the training.

4.2 Additionally, Rosenbauer retains the right to make changes to dates and locations with timely advance notice. In this case, the participant has the right to withdrawal from the contract in writing within one week of receipt of the announcement without payment of a cancellation fee.

5. TRAINING COSTS

5.1 Training costs may be found in the relevant registration form or other training offers released by Rosenbauer for the relevant training.

5.2 Charges include performance of the training, training documentation, and use of technical facilities, devices, and equipment. Travel and accommodation expenses are included only to the extent the participant chooses this in the registration form and in which case the costs will be added to the total price. Any additional performance is not included, e.g. boarding and insurance costs of the participants and their other expenses must be borne by the participants.

5.3 The total training costs must be paid even if the training or individual events are not attended, if the participant arrives late, or if the training is terminated early for reasons that Rosenbauer is not responsible for.

6. PAYMENT TERMS

6.1 Unless otherwise agreed in writing, the total training costs are due for payment without discounts upon transmission of the invoice. Invoicing will occur after performance of the training.

7. SAFETY/LIABILITY/REQUIREMENTS OF THE PARTICIPANTS

7.1 Rosenbauer notes explicitly that participants in practical exercises with equipment are subject to increased risk. All exercises are performed voluntarily with assumption of personal dangers and responsibility in view of risks typical for training exercises. Rosenbauer shall point out hazards that are not perceptible even for attentive participants.

7.2 The participants are obligated to observe this information and to follow all other instructions and safety notices from Rosenbauer speakers/trainers as well as to observe and comply with the house rules and other safety regulations.

7.3 During training the participants are responsible for their own physical and mental fitness. The participant must fully inform Rosenbauer about all afflictions or impairments that are relevant to completion of the training program. Participants explicitly declare that they are confident working at heights and are sure-footed.

7.4 Liability for damages of any type due to a participant's lack of qualifications or due to a failure to observe notices from speakers/trainers appointed by Rosenbauer is excluded.

7.5 Otherwise, Rosenbauer will be liable only in cases of intentional action or gross negligence, except for personal injury. In particular, Rosenbauer will not be liable for damage to or contamination of items of clothing and personal property of the participant during training.

8. ROSENBAUER'S RIGHT OF WITHDRAWAL

8.1 Rosenbauer may withdraw from the contract if a previously defined minimum number of participants is not reached, the speaker/trainer intended for the training is not available, or if the course must be cancelled for reasons not the fault of Rosenbauer. In these cases, previously paid training costs will be reimbursed without deductions.

9. OFFSETTING PROHIBITION

9.1 Offsetting of any counterclaims against Rosenbauer's claims for payment of the training costs and of costs associated with the training is prohibited.

9.2 However, in cases of consumer transactions, counterclaims may be offset in the event of Rosenbauer's inability to pay as well as when and to the extent that the counterclaims are legally connected with the consumer's financial liability, have been judicially determined, or have been acknowledged by Rosenbauer.

10. DATA PROTECTION

10.1 Personal data will be electronically captured, processed, and handled in a confidential manner. This data will be used exclusively for Rosenbauer's internal purposes. Rosenbauer will forward such data only when and to the extent to which this is necessary for the fulfillment of contractual obligations to the participant (e.g. to issue external test certificates). Other transmissions will occur only with the consent of the participant.

11. COPYRIGHT

11.1 All copyrights to the participant's documents and to work results achieved during training will remain the property of Rosenbauer even after payment of the training costs. Rosenbauer retains the right to translation, reprinting, reproduction, or public playback of participant documentation.

11.2 Copyrights may be transferred to the participant only by written agreement.

12. INVALIDITY OF ONE OR SEVERAL STIPULATIONS

12.1 If one or more stipulations of the contract with the participant, including these GTC training4fire training program, are or become partially or completely invalid, this will not affect the validity of the remaining stipulations. The partially or completely invalid stipulation will be replaced by a valid stipulation that most closely approximates the intended meaning and financial purpose of the original stipulation.

13. APPLICABLE LAW / COURT OF JURISDICTION

13.1 Any dispute arising out of or in connection with user training, technology training, tactics and mission training, and individual training shall be governed and construed in accordance with the substantive law of Austria without giving effect to its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction shall be the competent court in Linz, Austria. Rosenbauer shall however be entitled at its discretion to call upon the court with jurisdiction for such cases at the participant general place of jurisdiction instead of the aforementioned court.