

# GENERAL TERMS OF USE CONNECTED COMMAND (GTU)

OF ROSENBAUER INTERNATIONAL AG, COMPANY NUMBER 78543 F, LINZ REGIONAL COURT  
OF ROSENBAUER ÖSTERREICH GMBH, FN 86625 S, LG LINZ  
OF ROSENBAUER E-TECHNOLOGY DEVELOPMENT GMBH, COMPANY NUMBER 477072 B, LINZ  
REGIONAL COURT

## 1. NAMING

"Connected Command" is considered to be the new product name instead of the long-established "EMEREC". For ease of presentation, "Connected Command" is often abbreviated to "CC" in these GTU. In case of any confusion, the two product names "Connected Command" and "EMEREC" are considered equivalent.

## 2. DEFINITIONS

"GTU" stands for the present General Terms of Use for the CC software.

"Offer" binding offers from RB, which became legally binding.

"CC application" stands for Command Pilot, Command app, Command Administration or another RB application that is installed on a Command tablet, smartphone or third-party PC belonging to the Customer, which accesses the RDS Data Center or other content.

"RDS data center" stands for RB's hosting platform, which provides the data for Connected Command.

"Command app" stands for CC's smartphone application, which accesses the RDS Data Center, and which must be set up by the Customer on their own Android or Apple end devices.

"Command Administration" stands for the CC application, which accesses the RDS Data Center for data maintenance, and which must be set up by the Customer on a third-party PC.

"Command PC" stands for a PC that can record information in digital or similar form and transform it into a special result according to a sequence of instructions.

"Command" in general, or "Command Pilot" stands for the CC application that accesses the RDS Data center and that must be set up by the Customer on the Command tablet or a third-party PC with Windows operating system.

"Command Alarm Monitor" or "Command Monitor" refers to a web-based application from CC, which accesses the RDS Data Center for mission visualization, and is retrieved by the customer on their own end devices via a web browser.

"Command Tablet" refers to a tablet PC with an operating system, which is provided by RB to the Customer for a fee.

"Third party" refers to - unlike RB - a provider of databases or other applications or content that is accessed by the Customer through the RDS Data Center.

"Third-party application" refers to an application that is not operated by RB itself and is provided to the Customer.

"Third party content" refers to content in third-party applications and content managed by the Customer in the RDS Data Center.

"Third-party PC" refers to a PC through which the RDS Data Center is accessed and is provided by the Customer.

"Hardware" refers to all hardware components (e.g. PC, tablets, cameras etc.) that RB buys from third parties and resells to the Customer in accordance with the terms and conditions of the third party.

"Internal network" refers to a private, protected network source that is accessible only to authorized Customer users. The internal network does not include the internet or any other community networks that are open to the public, in particular membership or subscription-based groups, associations or similar organizations.

"Customer" refers to the customer, purchaser, agreement partner.

"Parties" refers to the parties of this agreement.

"**RB**" is Rosenbauer International AG or Rosenbauer Austria GmbH or Rosenbauer E-Technology Development GmbH or another company of the Rosenbauer Group.

"**RDS**" stands for the digital division "Rosenbauer Digital Solutions" as part of Rosenbauer International AG.

"**Response time**" refers to the maximum period until the beginning of the fault analysis by RB.

"**Agreement**" stands for the Agreement entered into between the Parties for the use of the CC software.

"**CC software**" includes the entire information with which this Agreement is delivered, which includes

- software files and other computer information belonging to RB or third parties;
- patterns and stock photographs, images, audio, clipart and other artistic works;
- related content and technical explanatory material and files in electronic and printed form; and

all modified versions and copies of any updates, upgrades and additions to such information provided to RB's Customer at any time, except as otherwise provided under a separate Agreement (collectively "**updates**").

"**Fault reporting**" refers to the period when a malfunction can be reported to the service hotline.

"**Unauthorized third parties**" means persons who access the RDS Data Center without knowledge and against the will of the Customer.

### **3. GENERAL**

3.1. Connected Command is a mobile information and operations management system for emergency personnel. All rights to the CC software, in particular intellectual property as well as all copyright exploitation rights (copying, distribution etc.) are the exclusive property of RB or its partners.

3.2. The Customer is interested in using the CC software within the organization and to acquire the necessary rights. The parties conclude this Agreement to regulate the conditions for the release and use of the CC software.

3.3. Services are exchanged with this Agreement. This does not justify a connection under company law between the parties.

3.4. The parties mutually agree that the CUSTOMER's terms and conditions, conditions of sale and/or delivery etc. shall not apply.

3.5. Both parties undertake to notify changes to the address / fax number / email address of the other party without delay. A legal action shall be deemed to have occurred if it has been demonstrably sent by a party to the above-mentioned or an updated address / fax number / email address and could not be received there, as the address / fax number / email address had since changed, and no notification about this had been sent.

### **4. SUBJECT MATTER OF THE AGREEMENT**

4.1. The subject matter of the Agreement is the transfer of use of the CC software according to the agreed scope in the offer. For the duration of this Agreement, the Customer is provided with the subject matter of this Agreement for ongoing payment of the agreed leasing fee (leasing agreement) or against payment of the agreed fee for permanent use (purchase relationship).

4.2. The CC software is delivered in machine code on a suitable data carrier or provided by RB for download. The source code is not part of the Agreement.

4.3. Further services, in particular hardware (e.g. PCs, tablets etc), the installation of the CC software, services (e.g. training, service and support services) are only the subject of the Agreement if these have been expressly agreed in the offer. Otherwise, such services shall be invoiced by RB on a time and material basis and based on the currently valid price list.

## 5. SCOPE OF USE

5.1. RB grants the Customer the right under this Agreement to download, install, use and/or otherwise benefit from the functionality of the CC software. As long as the Customer has obtained the CC software from RB or a third party designated by it, and as long as the Customer complies with the provisions of this Agreement, RB grants it a non-exclusive, simple license for proper use of the CC software in the manner and for the purposes described in the documentation as follows:

### 5.2. General use / availability

RB provides the Customer with a mission support system. The Customer must not base their decisions solely on the fact that access to the RDS Data Center is guaranteed, and from there to databases that may also be third party databases that are not within RB's sphere of influence. CC is thus defined as a "non-mission critical" system.

RB provides access by transferring the access data (user name, password) to the RDS Data Center. The Customer themselves may (i) store data therein, (ii) instruct RB to store certain data, (iii) access third party data which is readily accessible from the RDS Data Center.

RB strives to maintain access to CC. However, RB cannot assume any guarantee or liability for permanent availability. Availability is also dependent on the quality of access and data traffic, whereby third-party services that are not provided by RB but are also provided by the Customer or provided by third parties (e.g. cable construction to the RDS Data Center) contribute to the availability. In particular, network overload may occur during use.

Only hardware and software components that comply with the latest standards are used in the RDS Data Center, and these are continuously updated by authorized employees. In order to minimize potential downtime of the RDS Data Center, various monitoring services ensure operation. In the event of a problem, defined RB staff members can be informed immediately and automatically about problems at the RDS Data Center.

The Customer is not entitled to any claims if access to the RDS Data Center is not available for a period of up to 48 hours, e.g. for maintenance or other reasons (e.g. updates, technical conversions etc.).

RB makes no guarantee and/or assumes no liability if an CC application is impaired by third-party software (e.g. Windows updates, drivers etc.) or becomes inoperative during the agreement period. In such cases, RB will endeavor to submit a proposal for a solution to the customer, but the customer has no claim to this. The Customer alone is therefore responsible for checking the compatibility between the CC application and third-party software, or for correcting any subsequent incompatibility.

### 5.3. Installation on third-party devices

Insofar as the Customer provides the PC themselves and does not obtain it from RB, the Customer must fulfil the system requirements specified in the CC documentation and/or potential release notes. In this case, the Customer installs the CC application on the third-party PC independently. RB does not guarantee and/or assume any liability for the compatibility or interoperability of CC with operating systems, add-ons, programs or other applications installed by the Customer on the third-party PC or operated as part of automatic updates on the third-party PC. RB makes no guarantee and/or assumes no liability for an CC application affecting the runtime behavior and/or executability and/or the usability of operating systems, add-ons, Windows updates, programs or other applications on the third-party PC.

### 5.4. Backup copy / use in memory

The Customer is authorized to make a backup copy of the CC software on the condition that this backup copy is not installed and/or used on any computer. A transfer of the rights to create a backup copy to third parties is not permitted. The Customer is entitled to use the CC software as part of its intended use on their data processing systems, even if intermediate copies are made in the working memory.

### 5.5. Third-party provider / third-party content / third-party applications

Information (i) which the Customer accesses via the RDS Data Center (e.g. hazardous substance database, instruction manual, rescue information on motor vehicles etc.), (ii) the CUSTOMER self-manages, creates or uploads (e.g. fire protection plans); as well as access to and contents of the databases (e.g. external video systems) of third-party providers are not checked, maintained or controlled by RB. RB assumes no liability for the accessibility to these nor for the correctness, usability and completeness of its contents.

### 5.6. Hardware

If the Agreement also includes hardware, this is expressly stated in the offer. RB will resell the hardware to the Customer in accordance with the terms of the third party. The warranty and liability provisions of the third party will therefore apply exclusively and RB will not bear any independent responsibility whatsoever for such sales.

#### 5.7. Intellectual property rights

The CC software and all authorized copies made by the Customer are the intellectual property of RB or its partners and are only authorized for exclusive use. The structure, organization and code of the CC software represent valuable trade secrets and confidential information belonging to RB. This Agreement grants the Customer no intellectual property rights in the CC software, but only a right of use. All rights not expressly granted are reserved by RB.

#### 5.8. Restrictions and limitations of use

##### Fair use policy

As part of the CC service, RB provides the Customer with storage space at the RDS Data Center for use in the context of mission support during operations. The use of the storage space or the corresponding system resources is subject to a fair use policy, i.e. this is left to the Customer for reasonable use within the scope of their activity as an organization and in relation to the size of the organization. RB is entitled to carry out appropriate clean-up of contents and data or disruptive services in the event of server stability being impaired. If certain offers and options put a strain on server stability beyond normal levels, or if commercial improvements are to be made, the scope of functions can also be changed.

##### Protection notices

Copying the CC software, except in backup copy / use in memory cases is not allowed. Any approved Customer copy of the CC software must have the same copyright and other proprietary notices appearing in or on the CC software.

##### Amendments

Modification, adaptation, translation or reverse engineering or any other action on the code of the CC software is not permitted. The Customer may not decompile, disassemble, reverse engineer and/or otherwise attempt to discover the source code of the CC software, except to the extent that it is authorized to do so under compelling law, e.g. recompilation (Section 40e Copyright Act) in order to establish interoperability with the CC software.

##### Transfer

The Customer shall not lease, lend, sell, sublicense, assign or transfer the rights in the CC software, or authorise the copying of the CC software either in whole or in part, except as expressly provided in writing to RB or as specifically stated herein. Only if the Customer has acquired the subject matter of the Agreement may they sell it themselves to the extent purchased.

##### Upgrades/updates

The Customer undertakes to carry out all upgrades / updates, unless they can name any significant reasons that prevent such an upgrade / update. As part of the "Release note", the Customer is informed about the content and purpose of the upgrade / update.

## **6. OBLIGATIONS OF THE CUSTOMER**

6.1. The Customer is obliged to ensure access to the RDS Data Center through correctly agreed arrangements with third parties that allow access, i.e. build it up logically and physically.

6.2. The Customer is obliged to regularly check the access to the RDS Data Center as well as the hardware necessary for access to the RDS Data Center and to maintain it if necessary. In case of access disruptions, the Customer will inform RB.

6.3. The customer is obliged to keep the agreed access data secret from unauthorized third parties. The Customer is obliged to store the user name and password in such a way that access to this data by unauthorized third parties is impossible, in order to prevent misuse of access by third parties.

6.4. The Customer is obliged to treat the alarm information as confidential and not to disclose it to third parties, otherwise the Customer bears full responsibility for this.

6.5. The Customer ensures that they have immediate access to all the information they gain access to via the RDS Data Center via conventional systems (e.g. in paper form) in case of emergency to avoid a possible failure of the system (e.g. charge status of the Command tablet, access problems to the RDS Data Center, unavailability of the third-party content).

6.6. The Customer ensures that RB receives access to any interfaces and maintains this access, e.g. to the mission control computer. Any delays and/or malfunctions by the RDS Data Center or the CC tablet or the third-party PC resulting from this access provided by the Customer shall be the sole responsibility of the Customer.

## 7. TERM OF USE

7.1. Insofar as the parties have opted for a leasing agreement (recurring charges) within the framework of the conclusion of the Agreement, the following provisions apply:

The Customer is entitled to use the CC software during the term of this Agreement. This Agreement is concluded for the duration of the offer/order. At the end of the term, the Agreement is renewed for a further year, unless one of the two parties states that it does not want to renew the Agreement at least three months before expiry in writing by registered mail.

The right to extraordinary termination for cause remains unaffected. Good cause shall be deemed to exist in particular if

- the Customer violates agreed or legal obligations;
- insolvency proceedings are instituted against the assets of the Customer, or an application for the opening of such proceedings is rejected for lack of cost-covering assets, or the conditions for initiating such proceedings or dismissal of such an application exist or the Customer ceases to make payments;
- the Customer has passed on the access data and these are used by third parties who are not active in the Customer's organization;
- the Customer does not fulfil a payment obligation when due;
- the Customer fills databases or storage space with inappropriate content (e.g. explicit, indecent data or content glorifying violence etc).

Upon termination of this Agreement, the Customer is no longer entitled to use the CC software in any form whatsoever. The Customer will prove this to RB upon request.

7.2. Insofar as the parties have decided on a purchase relationship (one-time payment) within the framework of the conclusion of the Agreement, the following provisions apply:

The Customer's authority to use the CC software is valid for an unlimited period of time and granted with full payment of the fee stated in the offer/order.

The granting of rights of use shall only take place at the time of the complete payment of fees by the Customer. Until full payment of the fee, RB revocably authorizes the use of the CC software by the Customer. RB may revoke the use of such software for which the Customer is in default of payment for the duration of the delay.

## 8. FEES

8.1. Insofar as the parties have opted for a leasing agreement (recurring charges) within the framework of the conclusion of the Agreement, the following provisions apply: The leasing fee for the CC software is specified in the offer/order and is due annually in advance. The Customer undertakes to pay RB this fee plus the statutory value added tax, together with any other applicable fees and taxes, to the account specified. RB is entitled to make a value adjustment to this leasing fee and will inform the customer in writing of the adjusted prices. The basis for the value adjustment is the consumer price index published by Statistik Austria for the month prior to the conclusion of the Agreement. If this index is no longer published, the index replacing it shall be deemed to have been agreed, whereby at the end of the publication of the CPI, the underlying value of the index replacing it shall be used to calculate the fee and the value adjustment - regardless of an agreed fluctuation range - will be effective.

8.2. Insofar as the parties have decided on a purchase relationship (one-time payment) within the framework of the conclusion of the Agreement, the following provisions apply: The purchase fee (purchase price) for the CC software is included in the offer/order and is due upon delivery of the CC software. The Customer undertakes to pay RB this fee plus the statutory value added tax, together with any other applicable fees and taxes, to the account specified.

8.3. If the customer is in arrears with the payment of the agreed fee, RB is entitled to block access until receipt of the fee together with interest and any costs of pursuing the claim (e.g. collection costs, lawyer's fees, cash expenses, etc.) after setting a single period of grace. In the event that access is blocked and subsequently reinstated, the Customer undertakes to reimburse all expenses and costs of reinstatement according to the current price list at that time.

8.4. If the Customer fails to pay the fee, including interests and ancillary costs, even after a grace period has been set, RB is entitled to terminate the agreement with immediate effect and claim damages.

8.5. The Customer is only entitled to a right of offset if and insofar as counterclaims have been legally established or recognized by RB. The Customer is not entitled to withhold payments. In particular, the Customer is not entitled to withhold payments due to warranty claims or other counterclaims.

## 9. OBLIGATION TO INSPECT AND GIVE NOTICE OF DEFECTS, GUARANTEE, THIRD-PARTY PROPERTY RIGHTS

### 9.1. Obligation to inspect and give notice of defects

Otherwise, the Customer undertakes to check the CC software and the documentation for completeness and functionality without delay, but at the latest within 2 weeks of delivery or download.

Where defects are discovered in the course of the inspection, the Customer is obliged to send RB a written notice of defect without delay, but at the latest within 2 weeks of delivery, specifying the defects discovered in detail, otherwise they will lose their right to claim. In the case of defects that could not be detected despite proper inspection, the customer must submit a written notice of defect, specifying the defects found in detail, without delay, but at the latest within 1 week of discovery, otherwise the claim will be forfeited. If no proper inspection and complaint is made in the above context, the customer shall lose all claims for warranty, compensation for damage caused by defects and consequential damage caused by defects as well as claims based on error as to the absence of defects.

### 9.2. Deadlines for rectification of defects in the event of completing a service & support package

The following agreement for the correction of defects shall apply exclusively during the term of a "Service & Support Package", which is automatically included in the case of continuing obligations (= leasing of the CC software) during the term of the Agreement (lease period) and is expressly to be agreed upon in the offer for purchase agreements:

RB will strive to process the error message as soon as possible by RDS staff. However, an accumulation of requests, prolonged analyses, national holidays or bouts of sickness may delay this. However, processing is agreed within the following time frame at the latest:

Troubleshooting	Mon to Thu, 8.00 am - 4.00 pm CET or CEST Fri 08:00 am – 12:00 pm CET or CEST
Availability of a service employee	Mon to Thu, 8.00 am - 4.00 pm CET or CEST Fri 08:00 am – 12:00 pm CET or CEST
Response time	72 hours within the above-mentioned periods. If the error message is received after these times, it is deemed to have been received on the next working day.
Service location	ROSENBAUER International AG's head office
Availability	via email at <a href="mailto:support.rds@rosenbauer.com">support.rds@rosenbauer.com</a>

Extended services within the scope of a project require an addendum to the user agreement with written conditions. (e.g. service level, availabilities, fees)

The response time listed is not the same as the fault rectification time, which can differ significantly depending on the type of fault / error. Reported product errors (bugs) are documented after reproduction by RDS, fed into the RDS development process and subsequently corrected or optimized as far as possible. This also applies to malfunctions at interfaces to alarm systems, for which priority is given. The Customer will be informed about the status of the troubleshooting upon request, but this requires knowledge of the type and duration of the troubleshooting.

### 9.3. Warranty remedies

RB only warrants that the CC software will substantially perform the principal functions and conform to the accepted rules of technology and will not be subject to errors that cancel or reduce the value or fitness for normal or agreed use.

The Customer acknowledges that (i) functionality may be limited by installation errors, lack of interoperability with systems or programs, libraries or drivers; (ii) software can never be completely free of defects and a defect is only present if a malfunction of the CC software is not due to other factors in the Customer's scope (systems, programs etc.) (iii) the Customer loses all warranty claims if they change or process the software CC on their own initiative; (iv) RB may charge the Customer for the expenses incurred for the verification and correction of defects at the applicable rates of remuneration, unless a claimed defect cannot be attributed to a warranty obligation of RB following an appropriate investigation.

In the case of defects subject to warranty, RB is obliged to redeliver or improve within a reasonable period at its discretion. Insofar as a defect can be remedied by the installation of a new or improved version of the CC software, the Customer shall be obliged to accept the rectification of the defect through such a reinstallation. The enforcement of warranty claims depends on the fact that defects are reproducible.

#### 9.4. Duration of the warranty obligation

In the case of a leasing agreement, the following provision applies: The obligation to guarantee exists exclusively during the term of this Agreement. It begins with the delivery of the CC software and ends with the ordinary or extraordinary termination or the regular end of the Agreement.

In the case of a purchase, the following provision applies: Claims arising out of or in connection with the warranty must be asserted to the responsible court within six months of delivery of the CC software, otherwise they will be precluded.

#### 9.5. Third-party property rights

RB warrants that the CC software is free from third-party rights that restrict or exclude use to the extent specified in the Agreement. If the agreed use is impaired by property rights of third parties, RB shall have the right, in an extent that is reasonable for the Customer, either to modify the CC software so that it falls outside the scope of protection or to obtain the power to use the CC software in accordance with the Agreement without any additional costs and at no additional cost to the Customer.

## 10. LIABILITY AND LIMITATION OF LIABILITY

10.1. In cases of slight negligence, the liability of RB and its employees, contractors or other vicarious agents ("people") for property damage or pecuniary loss is excluded, regardless of whether it is direct or indirect damage, lost profit or consequential damage, damage due to delay, impossibility, positive breach of agreement / claim, negligence on conclusion of agreement, due to defective or incomplete performance or damage from claims of third parties against the Customer. The existence of gross negligence or willful intent always has to be proven by the injured party. As far as the liability of RB is excluded or limited, this also applies to the personal liability of their people.

10.2. The above limitations of liability do not apply if the damage results from dangers, which are neither typical for the legal relationship nor foreseeable according to the particular circumstances of the individual case.

10.3. If the customer itself is to be held liable on the basis of the Austrian Product Liability Act ("PHG") or corresponding foreign provisions, it expressly waives any recourse against RB, in particular within the meaning of Section 12 PHG or corresponding foreign provisions, unless RB's gross negligence is proven in this regard.

10.4. RB is under no obligation to check, warn and/or point out circumstances or conditions of a technical or factual nature which lie outside the agreed scope of offers and services. RB shall not be liable for any negative consequences resulting from the obvious or hidden unsuitability of the hardware and/or software, data, other materials and/or incorrect instructions provided by the Customer.

10.5. All liability claims against RB are based on the amount of the net value of the individual, possibly a liability claims or limited to actual coverage by any insurance policy concluded by RB, whichever is greater.

10.6. Also, in the case of the ineffectiveness of exemption from liability, RB is not liable in case of force majeure. Force majeure shall be understood to mean unpredictable events of an extraordinary nature beyond the control of the parties. Force majeure also includes circumstances such as labor disputes and all circumstances otherwise independent of party will, such as natural disasters, fire, mobilization, seizure, terrorist attacks, embargo, insurrection, acts similar to war or civil war, travel warnings etc.

10.7. Liability claims against RB become time-barred 12 months after performance of the service in the case of tortious liability from knowledge or gross negligent ignorance of the circumstances, giving rise to the claim and the person liable for compensation.

10.8. RB strives to provide the best possible protection for the content from third-party access, but this does not constitute an agreed obligation of RB. The Customer is aware of this fact and will initiate corresponding security measures independently. The liability of RB in the event of unauthorized access to the Customer's data by third parties is thus completely excluded.

10.9. Unless otherwise stipulated in this Agreement, the liability of RB and its people is regulated conclusively in this point 8. Any further liability of RB and/or its people, regardless of the legal grounds, is excluded.

10.10.

## 11. LANGUAGE VERSION

This Agreement is issued originally in German. An English version, if attached, is only a translation aid. In case of doubt, the German version alone is authoritative.

## 12. CONFIDENTIALITY

Both parties agree to keep each other's know-how, business and trade secrets, which they learn about each other during the execution of this Agreement, and to keep all know-how that is not generally known a secret from third parties and to oblige their employees accordingly.

## 13. FORCE MAJEURE

Except for payment of the agreed fee as per the offer, neither party shall be liable to the other party for any failure or delay in performance under the Agreement due to circumstances beyond the reasonably expected and reasonable control of the party and shall apply especially in case of force majeure, acts similar to war or civil war, travel warnings, terrorist attacks, embargo, uprisings, natural disasters, accidents, industrial action etc.

## 14. APPLICABLE LAW AND PLACE OF JURISDICTION

14.1. This Agreement and all other Agreements (including initiation, conclusion, performance, cancellation and formation) between the parties shall exclusively be governed by the Austrian substantive laws excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of law rules.

14.2. All disputes arising out of this agreement, its conclusion, execution and cancellation are the exclusive responsibility of the relevant court in Linz, Austria, but RB is entitled to appeal to the customer's competent court instead.

## 15. FINAL PROVISIONS

15.1. The place of fulfilment for all obligations of the parties arising from or in connection with this agreement is the registered office of Rosenbauer International AG.

15.2. This agreement is conclusive with regard to its subject matter. Oral ancillary agreements, of whatever kind, do not exist at the time of conclusion of this agreement. Changes to this agreement must always be in writing. This shall also apply to any agreement to deviate from this written form requirement.

15.3. Any fees, taxes etc. are borne by the Customer.

15.4. Should individually provisions of this Agreement be wholly or partially invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected. The ineffective or unenforceable provision will automatically be replaced by an effective and enforceable provision that comes closest to the economic purpose pursued by the parties with the ineffective or unenforceable provision. This shall also apply if the invalidity or unenforceability of a provision is based on a measure of performance or time standardized in this Agreement. In such cases, a legally permissible measure of performance and time as close as possible to the desired is to be regarded as agreed. The same applies if there should be a gap in the regulation that needs to be supplemented in this Agreement.

15.5. Notifications of the parties, which must be made in writing, may also be made in writing by email or fax.

15.6. In all other respects, RB's General Terms and Conditions shall apply in the version valid at the time, which can be downloaded from [www.rosenbauer.com/agb](http://www.rosenbauer.com/agb) including subsequent pages.