

PURCHASE TERMS AND CONDITIONS (PTC)

of Rosenbauer International AG, FN 78543 f, Provincial Court of Linz
of Rosenbauer Brandschutz GmbH, FN 86385 m, Provincial Court of Linz
of Rosenbauer E-Technology Development GmbH, FN 477072 b, Provincial Court of Linz
of Rosenbauer Österreich GmbH, FN 86625 s, Provincial Court of Linz
of Rosenbauer E-Commerce GmbH, FN 558145 b, Provincial Court of Linz

(hereinafter “we” or “our”, etc.)

1. GENERAL INFORMATION

1.1 The legal relationships between us and our Contract Partner relating to our purchase shall be solely based on these Purchase Terms and Conditions (“PTC”). The PTC may be obtained from us and accessed on the Internet at www.rosenbauer.com/agb including the following pages. These PTC shall be fully applicable even if no express reference is made. Any terms and conditions of the Contract Partner will in no case become part of the contract and are never applicable, even if such terms and conditions have not been or will not be expressly excluded; the Purchase Terms and Conditions provide for no amendment.

1.2 We may alter the PTC unilaterally and will inform the Contract Partner about it by email or via the Internet address www.rosenbauer.com/agb. Such alterations will become effective four weeks after the publication and/or notification.

1.3 Projects and collaborations are generally for a prolonged period of time and therefore we shall have the right to alter, by a unilateral statement, the service and payment specifications that are applicable to the relevant Goods and/or Services. We shall notify the Contract Partner of such changes. Any notice and statement relating to contracts under these PTC will be applicable only if in writing (e.g. by email).

1.4 Our Purchase Order shall be deemed to have been accepted if we have either not received a written objection within 3 working days (“working day” herein means Monday to Friday, with the exception of official holidays in Austria) of the mailing date or if its performance has started. We may unilaterally cancel the Purchase Order prior to having received Contract Partner’s acceptance hereof. Unless otherwise agreed in writing the Contract Partner must send us a written order acceptance within 3 working days of receipt of the Purchase Order. If the Contract Partner fails to send the order acceptance in due course, we shall be entitled (but not obligated) to cancel the relevant Purchase Order without any rights arising in favor of the Contract Partner. All documentation relating to our Purchase Order must reference our Purchase Order number. We shall not be bound by any Purchase Orders, amendments and supplements unless they have been issued by our Purchasing Department.

1.5 The Purchase Orders and service and payment specifications that are applicable to the relevant Goods and/or Services form an integral part of the contract.

2. PRICES

All prices are firm, fixed prices covering functional, quality and registration checks, where applicable, paintwork, corrosion control, packaging, test and Acceptance Certificates, acceptance tests, transportation including transport permits, where applicable, customs duties, charges, insurance until delivery, delivery of source code (provided that software is included), plans and documentation and training. Value-added tax must be itemized separately. Any price reduction due to changes in the market environment shall be passed on to us in full.

3. DELIVERY OF GOODS/PERFORMANCE OF SERVICES

3.1 The Contract Partner will be obligated to offer and provide all Goods and/or Services in working order according to the functional specifications document. In particular, the Contract Partner will be obligated to meet the following requirements, (a) ease-of-repair, (b) optimization of recovery of materials and energy when the products are no longer used, (c) preference of materials that are not hazardous to health and/or low-emission materials and avoiding the use of environmentally damaging substances, (d) products that are easy to dismount, and appropriate dismounting instructions. Unless expressly otherwise agreed the Contract Partner shall deliver factory-fresh components that can easily be exchanged and/or extended. The Goods and/or Services must contain all components required for the constant and continuous operability of the system. The Goods and/or Services must adhere, in the below order, to the provisions of law, ordinances and other official rules, permits and requirements, where applicable, technical Austrian standards, DIN standards, EN standards, and meet the requirements of the state of the art and/or the current state of technology and science as well as the latest know-how and supplier code of conduct – and descriptions valid in Austria and in the country of destination of the final product at the time of final acceptance. Where the targets are technically or legally unfeasible, the version next best for us shall be applicable. The Contract Partner will be obligated to provide a comprehensive statement of work and will be held liable where ambiguities or gaps arise.

3.2 The Contract Partner will be obligated to give us final written notice, before the order is placed, of the requirements for installation and mounting (including, but not limited to, interfaces, power supply, wiring, air conditioning etc.) and our other duties to collaborate. Where we were not given notice the Contract Partner shall supply everything and it will be covered by the agreed price.

3.3 Where personnel is deployed for mounting, repair or maintenance work, the Contract Partner’s personnel shall report, before commencing work, to our employee in charge, who is named in the Purchase Order. The original confirmations of services rendered, signed by our employee in charge, must be enclosed with the invoices. Any service and material that has not been confirmed by our employee in charge will not be refunded.

3.4 We have the right to request, even after finalizing the contract, a change of the Goods and/or Services. In this case the Contract Partner will be obligated to promptly advise us, within no more than 3 working days, as to the impact of the variation on deadlines and on the payment. If the Contract Partner fails to advise us as specified, he will be obligated to offer, and deliver upon our request, the altered Goods and/or Services at the previously agreed deadlines and payment. In the case of variations, Goods and/or Services will be paid only to the extent authorized by us in writing and actually provided by the Contract Partner. We shall have the right, even after finalizing the contract, to cancel the provision of Goods and/or Services under the contract by the Contract Partner and engage third parties to provide them. If an order total is not reached due to cancelled Goods and/or Services, the Contract Partner will be entitled to payment only for the Goods and/or Services actually provided and of use to us; no entitlement for the Contract Partner to additional payments (e.g. on grounds of loss of profit) will arise therefrom. If any individual Goods and/or Services are not provided, in whole or in part, due to changes of plans or designs, or if we are forced to contract individual works or deliveries out to other parties due to Contract Partner's previous deficient performance, the Contract Partner will only be entitled to payment for the Goods and/or Services actually provided and of use to us; the unit prices of the remaining offer will not be affected thereby, and the Contract Partner will not be entitled to any other payment or compensation beyond that.

3.5 The Contract Partner warrants and represents that he has obtained or will obtain on a timely basis, at his expense, all licenses, permits and consents from third parties he needs to perform the contract under applicable law, such as e.g. business licenses. The Contract Partner will fully indemnify and hold us harmless in this respect. At our request, the Contract Partner will be obligated to provide evidence of the origin of the Deliverable and all necessary data and evidence in this regard.

3.6 As far as any exclusive rights exist by law, our right of use regarding all Deliverables will also include at any rate selling them on the same or limited terms and conditions and their operation by us, our affiliated companies (i.e. direct and indirect parent companies, subsidiaries and sister companies, regardless of the shareholding and shares), any singular, universal or partial successors, through dealers, customers and End Customers and through employees, consultants, clients and customers of the above named parties. The right to use all Deliverables applies irrespective of the hardware and/or system and the use may also occur in cloud applications, networks, virtual networks, on the Internet, etc.

3.7 We and all our affiliated companies and/or distribution partners will have the right to use, reproduce, relocate, sell or rent to affiliated companies or third parties, process, adapt using configuration tools, provide to third parties, also via the Internet, or connect with system components made by other manufacturers, the Deliverable, including, but not limited to, software, in all current and future systems and for any purpose whatsoever without additional charge. In all cases of transfer we shall have the right to grant the recipient rights to the same extent to which we have these rights ourselves. The Contract Partner shall verifiably deposit with us the updated version of the documented source code in a sealed envelope. We and our affiliated companies shall be allowed to break the seal and use the source code for maintenance and further development operations, if (a) a debt settlement procedure was commenced against the Contract Partner or rejected because the available assets are insufficient to cover the debts, or (b) the Contract Partner winds up his business or continued supply of Goods and/or performance of Services, especially further development and/or servicing, is not provided to us at fair market values or so as to be acceptable to us, (c) the Contract Partner does not fulfill his warranty/maintenance obligations as specified in these PTC even after being granted a reasonable respite. If the Contract Partner ceases to exist as a legal entity, all transferable rights to the Goods and/or Services covered by the contract to which he is entitled will automatically devolve upon us; the Contract Partner will be obligated to ensure this on a timely basis. If a debt settlement procedure relating to the Contract Partner is commenced or if such a procedure is rejected for lack of assets, all rights to the software components covered by the contract, particularly also in connection with the source code, to which the Contract Partner is entitled, will devolve upon us as nonexclusive rights.

3.8 If the Contract Partner has provided us or any of our affiliated companies with copyrighted Goods and/or Services of any kind, we will exclusively acquire, in addition to the rights listed in 3.7 including the documented source code and the documentation to be delivered at the same time, all usufructuary rights, without limitations on time, location and content, for all types of use known currently and potentially in the future and for any purpose, including use regardless of the purpose of the contract, particularly also the right to reproduce, sell, disseminate, process, change, publish the Goods and/or Services and the source code and the documentation, and make them available to third parties and connect them with system components of other manufacturers. This applies particularly also to all documents, files and data carriers and drafts relating to this software. We may assign all of these rights without restrictions.

3.9 Where software is acquired in combination with hardware, altering the terms and conditions for using the software for the duration of the hardware contract (in the case of renting/leasing until the end of the rental/leasing period, in the case of purchase for a minimum of 10 years) is not possible. Where software is acquired in combination with hardware from different suppliers, impairment of performance of the software or the hardware gives rise to our right to extend the legal consequence to all related Goods and/or Services without becoming liable for damages.

4. DATES, DEADLINES, LATE DELIVERY

4.1 The Delivery Date specified in the Purchase Order and/or other agreements shall be binding unless the Contract Partner expressly objects to it in writing specifying the new Delivery Date. Where a period is stated for delivery, it shall commence with the Order Date. Deliveries ahead of schedule shall only be permissible with our express consent and will not justify any alteration of the agreed payment terms. Any partial shipment or overshipment or undershipment regarding a Purchase Order item shall only be permissible if expressly agreed. A product and/or service shall be deemed to have been provided by the Contract Partner on a timely basis, if the performance of the contract has been completed, i.e. including mounting work, provision of the documentation, training, successful acceptance test, etc.

4.2 The Contract Partner will be obligated to promptly give detailed written notice to us, also with a view to any loss the End Customer may suffer, as soon as the Contract Partner becomes aware of a risk of delay in performance, otherwise damages will be claimed. If the delivery of Goods and/or performance of Services or notification of readiness for acceptance or productive

use and/or further processing of the Deliverable or part thereof is delayed due to an occurrence for which we are not responsible, we shall have the right to insist on continued performance of contract or to rescind the contract at any time without setting a final deadline and seek damages including loss of profit incurred by us or by the End Customer.

4.3 In the case of late delivery the Contract Partner will be obligated to pay a contractual penalty of 0.5 % up to a maximum of 15 % of the total order value for each started week of delay and Purchase Order item without prejudice to the right to claim damages.

5. PACKAGING

The packaging has to meet customary standards and must be functional and flawless so as to provide adequate protection for the products to be delivered to our plant, the location of further processing or the specified destination. The Contract Partner guarantees compliance with the applicable provisions of law pertaining to packaging and disposal of packaging (e.g. packaging and battery regulations, etc.). As a matter of principle wastes arising from Goods supplied and/or Services performed must be disposed of properly by the Contract Partner at his own expense and risk. We are entitled (but not obligated) to return packaging at Contract Partner's expense and risk. The packaging must be compatible with the latest environmental findings.

6. DELIVERY POINT, PASSING OF RISK, SHIPPING, DELIVERY DOCUMENTATION

6.1 The place of performance is the destination specified by us in the Purchase Order; the Contract Partner bears the risks and costs. The Contract Partner will be obligated to unload the Goods without additional charge and, where applicable, set up the products in the rooms designated by us. The place of performance is our Leonding plant or the delivery address specified in the Purchase Order. Collect on Delivery is not permitted. Delivery of products to our plants must be exclusively to the incoming products department at the valid products acceptance times. The Contract Partner shall inform himself beforehand about any shipping restrictions, including, but not limited to, vehicle access (vehicle height and weight, etc.) and permissible arrival times and comply with these requirements. We must be advised of consignments by telephone and by email. Environmentally-friendly forms of transport shall be used (railroad, low noise and low emission trucks).

6.2 All components or materials provided by us or by third parties shall be and remain our property; otherwise passing of property is analogous to passage of risk. Where we or third parties provide components, the Contract Partner shall bear the risk regarding these components from the time of delivery or transfer to him. The ordering party or the party performing the order, respectively, bears the risk of transport. This applies mutatis mutandis to return shipment to us or forwarding of the products. The Contract Partner will be obligated to examine these components or materials upon receipt and promptly notify the forwarder of any shipping damage found and notify us of any not-as-ordered products and then distinctly mark and carefully store any reported items separately at his risk. Drawings, models, clichés, samples, jigs and tools and other devices that are needed to perform a Purchase Order will pass into our ownership, provided that the Contract Partner or subcontractor has manufactured them for us, and shall be delivered to us after fulfillment of the contract or upon first request. The Contract Partner will bear the costs and risks of storage and maintenance and repair.

6.3 For the purpose of shipping and smooth arrival of the products the Contract Partner shall attach a delivery note to each consignment, showing our order data, including, but not limited to, Purchase Order number, Purchase Order item number, our part number, material number, detailed indication of quantities, order number and exact designation of the contents. If the delivery note does not show this information, which is required for acceptance of the consignment, or if no delivery note is provided, we shall have the right to reject the consignment at Contract Partner's expense and risk. Delivery of several items from different Purchase Orders with one collective delivery note or shipping documentation is only permitted if clear assignment information regarding the different Purchase Orders and Purchase Order items is provided.

6.4 In the case of shipments from abroad, a customs invoice (in triplicate) and a documentary evidence of origin valid for preferential import clearance (declaration of origin, movement certificate, etc.) and all other documents and records needed for or facilitating customs clearance must be provided free of charge along with the consignment note. Unless otherwise agreed in writing the customs clearance procedure will be performed by the Contract Partner at his expense and risk. In the case of products made in Austria or delivered duty paid, a supplier statement showing our part numbers must be enclosed with the products. Upon dispatch an advice of dispatch must be sent to us by fax stating the data of the delivery note, the means of transportation and the forwarder's name.

6.5 After supplying the goods and/or performing the Service the Contract Partner will be obligated to perform an acceptance test as agreed between us without charge. The acceptance test must be designed so as to evidence that the full delivery of Goods and/or performance of Services has been completed in compliance with the contract, the commitments extending beyond the contract that have been made by the Contract Partner included. Any defects found shall be written down in the Acceptance Certificate and promptly eliminated by the Contract Partner. The acceptance tests must be repeated when the defects have been eliminated. Delivery of the full documentation and the source code is a prerequisite of acceptance.

6.6 In the case of noncompliance with these requirements the Contract Partner shall bear all losses, risks and costs.

6.7 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 PTC.

7. INVOICING, PAYMENT TERMS

7.1 We shall pay invoices according to our choice within 60 working days deducting a 3 % discount or within 90 days due net. The timeliness of payments is determined by the date on which the transfer order or the payment was made, our payment period commencing on the day an undisputed invoice has been properly rendered, but not before the delivery of the Goods and/or performance of Services is completed in accordance with the contract and not before the first working day after the agreed Delivery Date. In the case of renting/leasing, the first rent/leasing fee will be due for payment on the first working day of the

month after the delivery of Goods and/or performance of Services has been completed in accordance with the contract, not before the Date of Performance or Delivery and proper invoicing. All other rental/leasing fees will be due in arrears on the first working day of the calendar month after the delivery of Goods and/or performance of Services has been completed. There will be no adjustment of value for the rental/leasing fees.

7.2 Invoices will only be effective in law if they reference the Purchase Order number (order number), the item number, the type and serial numbers on the equipment, the party placing the order and the date of the Purchase Order, provided that the stated addresses are correct and the invoices are in compliance with the provisions of the Value Added Tax Act and the original invoice is sent directly to the specified accounting office. All invoices must show discounts and/or rebates, where applicable. In the case of deliveries/services inside the EU, every invoice must indicate the statistical article numbers, the VAT ID and – where applicable - the Deliverable net weight, and a delivery note must be enclosed. Any invoice containing errors in substance or calculation will not give rise to a due date until rectified and approved and may be returned by us at any time.

7.3 Agreed down payments will be made 60 days after receipt of an advance invoice and a free, abstract, irrevocable bank guarantee issued by a first-class Austrian bank. The payment will be made, at our choice, by check or by bank transfer or by draft at 90 days sight.

7.4 A payment will not constitute our recognition of the correctness of goods and/or services and/or consent to any subsequent change in goods and/or services and/or prices and hence shall not imply waiver of claims of any kind whatsoever to which we are entitled.

7.5 We reserve the right to offsetting against counterclaims including counterclaims by group companies.

7.6 The Contract Partner may claim from us default interest at a maximum rate of 3 % p.a.

8. WARRANTY

8.1 The warranty period is at minimum 30 months commencing on the date the Goods are delivered and/or the Services are performed according to contract. In the case of replacement and elimination of defects, the warranty period for the relevant components shall begin to run afresh. If a notice of defect is given, the warranty period shall be extended by one year. Hidden/latent defects may also be claimed after expiry of the warranty period within 6 months of the date the defect appears. Hidden defects are defects in Deliverables usually left in original packaging until they are used or resold which are not evident before the packaging is removed or they are in use. The warranty obligation also includes the cost of onsite repair of defects, i.e. the operating site of the Deliverable; this may be at the End Customer's location anywhere in the world. Defects must be eliminated without delay. If the Contract Partner does not eliminate the defect without delay, we shall have the right, without prejudice to the option of claiming price reduction, to obtain substitute performance at Contract Partner's expense or rescind the contract without granting a respite. Defects are no minor defects in particular if (a) any function listed or promised in specific performance specifications or elsewhere is not available or fails, or (b) the availability or functionality of components owed or other components installed are impaired. Except in case of minor defects the Contract Partner will be obligated to pay us for each defective product or service – also for the purpose of covering internal expenses – a penalty at the rate of 1% of the Order Total. We shall be entitled to recourse claims against the Contract Partner regardless of culpability for any claims made by our customers or a third party in connection with a default on the part of the Contract Partner. Our filing of such claims with the Contract Partner shall make the pursuit of a claim before the courts redundant. In the case of renting/leasing these warranty terms shall be applicable mutatis mutandis.

8.2 We will not be under obligation to report defects and hence no consequences of neglecting or failing to report will occur. The Contract Partner expressly waives the defense of late notice of defect according to § 377 UGB (Austrian Commercial Code). In case of dispute the Contract Partner must prove, at his expense, the absence of defects or the trifling nature of a defect.

9. GUARANTEE, LIABILITY

9.1 The Contract Partner fully warrants that he and his subcontractors or upstream suppliers will supply the Goods and/or perform the Services in compliance with the Order, completely and free from defects in workmanship, that the Goods and/or Services will have the usual and warranted qualities, and that all relevant legal regulations and regulatory requirements and standards applicable in Austria and at the destination during the warranty period of 30 months will be complied with. The Contract Partner also warrants that the workmanship, design, functionality and production technology of the Goods and/or Services will meet the standards applicable in Austria and at the destination, including, but not limited to, the applicable safety and environmental protection requirements, and that only first-class quality, suitable, environmentally safe material fit for the purpose intended was used. The warranty period for immovable items or items for installation in immovable property or use in combination with immovable items will be 5 years.

9.2 Where engineering, consulting, software or documentation services are provided and where personnel is sent, the Contract Partner warrants, without limitation, that the written and verbal information and instructions are accurate and complete.

9.3 The Contract Partner warrants that he will provide training, maintenance, repair and upkeep services with respect to the Goods and/or Services against customary charges and subsequent spare parts and wearing parts deliveries for a period of 10 years from the date of fulfillment of the contract. Spare parts and wearing parts shall be delivered only to us and not directly to the End Customer or the End Customer's representative.

9.4 The Warranty Period commences on the date of Acceptance of the Goods and/or Services by the End Customer or by us if they are used in our plant, as the case may be.

9.5 If the subject matter of contract was repaired, also by replacement of defective parts, the Warranty Period for those parts shall begin to run afresh. At the same time the Warranty Period for the whole product will be extended by the period of time the product was unusable because of the defect and the elimination procedure.

9.6 Unless otherwise stated the statutory liability system shall be applicable. As far as we are entitled to damages, our claim will comprise, regardless of the extent of the Contract Partner's culpability, also reimbursement for loss of anticipated profit and for

any damage for which we must reimburse the End Customer. All penalties to which we are entitled are not fault-based and not subject to judicial mitigation. No penalties may be offset against any damage and have no effect on our claims for damages. The Contract Partner will also have to pay the penalty if the subject matter of the contract is accepted unconditionally.

9.7 In case of a claim against us on grounds of a deficiency in the subject matter of the contract, the Contract Partner shall be obligated to indemnify and hold us harmless from and against any third party claims and to reimburse us for all Goods and/or Services we are required to supply to third parties under this subsection. The Contract Partner also undertakes to provide to us the best possible assistance in a legal dispute with third parties. If the Contract Partner argues that no defect as defined by product liability provisions was found in the Product delivered or the Service performed, he must be able to provide evidence in such a way that we are able to avert the third party claims. These obligations of the Contract Partner shall also be applicable if his Product or his Goods and/or Services were only a part of the Goods and/or Services delivered to third parties by us. In such case the Contract Partner will be obligated to fully reimburse us for all expenses under this subsection, including those to third parties.

10. DOCUMENTATION

10.1 The Contract Partner shall provide us at delivery with a complete, proper, necessary and functional paper documentation and electronic documentation as PDF and as WORD files in German and in English. The documentation shall particularly include the properties of the Product, its use, operation, further treatment or assembly and installation and configuration, plans (also in DWG) etc., such as e.g. product specifications, storage, safety, operating instructions and maintenance procedures, installation manuals, spare parts and wear parts lists in German, each in triplicate, and statements according to CE regulations. The Contract Partner must guarantee that the documentation is complete and accurate. The Contract Partner will be obligated to provide us, through safety data sheets included in the delivery, with information about hazardous substances used in the Deliverable. The Contract Partner warrants and represents that Products are designed and made in compliance with basic protection and safety requirements, that a conformity assessment procedure was completed successfully, the technical documentation has been prepared and sent to us, a EU declaration of conformity was issued, the CE marking was attached and that the operating manual and safety information in German language were enclosed. This documentation and labeling must be clear, understandable and concise.

10.2 If the Contract Partner becomes aware of any circumstances that could compromise the delivery of Goods and/or performance of Services in accordance with the contract, he shall promptly notify us in writing. The Contract Partner must inform us, for a period of at least 5 years after the date the Goods were delivered and/or Services were performed in accordance with the contract, in the case of continuous obligations at any rate for the complete duration of contract, about new versions of the Deliverable that are available, errors of which he is aware, without being asked, and grant us the opportunity to access information databases especially of upstream suppliers that are accessible to the Contract Partner. The Contract Partner will also be obligated to inform us about the cessation of production of spare parts and/or servicing on a timely basis, at a minimum of 6 months prior to the actual date of the product discontinuance, and shall then offer generally available improvements. The Contract Partner must promptly notify us of any modification of the compatibility of the Deliverable in case the market standard is changed. If the Contract Partner is not the manufacturer, he must disclose the extent to which the manufacturer provides additional warranties or guarantees.

10.3 If the Contract Partner violates the documentation and information obligations, he shall be liable to us and the End Customer for any loss incurred from the violation of these provisions.

11. NONDISCLOSURE, PROGRESS and QUALITY ASSURANCE, SUBCONTRACTORS

11.1 The Contract Partner will be obligated to keep confidential any and all software, plans, models, drafts, materials, data and information ("Data") obtained by him in connection with his work for us or an affiliated company, unless he is released from this obligation by us in writing on a case-to-case basis. The Contract Partner will also be obligated to use such Data that becomes known to him only for the purposes of carrying out his obligations under the respective contract. The Contract Partner shall use only such employees and representatives on whom the same obligations of confidentiality, of the same scope and with the same effect, were expressly imposed in writing so that we can assert the claims of this Article 11 directly against such employees and representatives. Moreover, the Contract Partner undertakes to adhere to our applicable safety regulations as well as all other statutory data protection regulations, including, but not limited to, GDPR. If the Contract Partner works for us as data processor, he must safeguard and warrant that he will protect the rights of the Data Subject and enter into an agreement according to Article 28 para 3 GDPR with us. In the case of infringement of statutory data protection regulations or any other contractually agreed confidentiality obligations by the Contract Partner or his employee or his representative, a penalty at the rate of 10% of the order total per infringement is agreed. Notwithstanding the penalty we shall have the right to claim damages from the Contract Partner regardless of culpability, e.g. remedy over any fines imposed by the Data Protection Authority or third party claims. The confidentiality and data protection provisions shall survive the completion of the contract and termination of all contractual relationships. After termination or expiry of the contract the Contract Partner shall, at our option, return or destroy – under supervision, if we so wish – any and all hardware and software, plans, models, drafts, materials, data and information obtained. The Contract Partner shall transfer the Data from components and systems replaced by him to the successor components and systems and make the exchanged ones unreadable in order to prevent third parties from obtaining any information they may still contain. The Contract Partner agrees to our processing of all Data he transfers to us for the purpose of handling contracts and future business contacts, as needed in each case, and that we may transfer such Data to our affiliated companies and customers and End Customers of our Products.

11.2 Our Products are protected by copyright, trademark rights etc. The use of the Goods and/or Services by the Contract Partner for any purpose whatsoever, including, but not limited to, Contract Partner's advertising purposes or the purposes of third parties, will not be permissible unless it is expressly agreed to by us in writing on a case-by-case basis.

11.3 We shall have the right to conduct inspections at the Contract Partner's or his subcontractor's and upstream suppliers' premises at any time to verify the production status and compliance with quality and environmental requirements.

12. RETENTION, TRANSFER, PROHIBITION OF ASSIGNMENT

12.1 The Contract Partner will not have the right to retain Goods/Services and/or cease delivering Goods/Services in case of a dispute. The Contract Partner may only offset claims recognized by declaratory judgment or expressly recognized by us against our claims. Our payments will not constitute our recognition of proper performance by the Contract Partner. In particular our payments imply no waiver of any claims under warranty, guarantee and damages provisions, etc. A waiver requires an express written statement of waiver by our representative bodies. Rescission of contract by the Contract Partner based on mistake or for lesion beyond moiety on the part of the Contract Partner is excluded.

12.2 The Contract Partner is not entitled to assign his rights and obligations to third parties without our express consent. We are free to assign any rights and obligations, particularly but not conclusively, to any universal or partial successors, outsourcing companies, affiliated companies or third parties.

12.3 Except in the case of standard parts, the subcontractors and upstream suppliers involved in the performance of the contract must be promptly disclosed to us soon after the Order has been placed or on request. No legal relationship between us and the subcontractors and upstream suppliers will arise, however. The Contract Partner will be liable for the choice and culpability of his subcontractors and upstream suppliers. After obtaining our prior consent the Contract Partner will have the right to engage subcontractors, provided that the latter are able to prove that they meet the necessary requirements. The Contract Partner's liability to us, also for the choice of the subcontractor, is in no way affected thereby. If the contract is awarded to a bidding consortium/syndicate, each of the members will be jointly and severally liable to us for the order fulfillment.

13. CANCELLATION

13.1 We shall have the right to cancel, immediately without notice, in whole or in part, the contract and all orders placed, particularly if (a) the Contract Partner provided incorrect or incomplete information during the contract negotiations, (b) circumstances exist which obviously make it impossible to perform the Order on a timely basis or which jeopardize our contract performance vis-à-vis our customer or the End Customer, (c) the Contract Partner violates confidentiality obligations or any other material contract terms, (d) the Contract Partner – or one of them, in case there is more than one - dies or loses his legal capacity and/or if there is a change of ownership regarding the Contract Partner, his direct or indirect parent or holding company, (e) the Contract Partner enters into a subcontract without obtaining our consent, (f) the implementation of delivery of the Goods or performance of Service or beginning or continuing delivery or performance are impossible or further delayed, in spite of a reasonable grace period, for reasons attributable to the Contract Partner, (g) there is justified concern over the Contract Partner's financial solvency and the Contract Partner fails to provide adequate collateral on our request, or (h) if bankruptcy proceedings are commenced against the Contract Partner's assets or a petition for institution of a debt settlement procedure was rejected because the available assets are insufficient to cover the debts. The Contract Partner will be obligated to promptly notify us of the circumstances that entitle us to cancel the contract without notice. If we rightfully withdraw from the contract, the Contract Partner will lose any right to payment where he has not yet provided us with partial performance we can use. If the cause from which the right to terminate the contract relationship arises is the Contract Partner's fault, he shall reimburse us, in addition to any further claims, also the additional costs that may be incurred by us from awarding the contract to a third party or from delivering extra Goods and/or performing extra Services to our customer. If the Contract Partner withdraws from the contract for reasons for which we are not responsible, or if we rightfully withdraw from the contract, a penalty in the amount of the expenses incurred by us or at a minimum rate of 25% of the total Order value shall be payable.

13.2 The Contract Partner will have the right to terminate the contract if we fail to fulfill our payment obligations under this contract without an alleged reason within 30 days of the date of a written late notice; we shall be able to avert the termination by paying the invoiced amount within additional 30 days of the date of receipt of the letter of cancellation.

13.3 In the case of continuing obligations, we shall have the right to terminate the contract – in whole or in part – at any time without giving reasons giving 30 days' notice. In the case of termination of contract under this termination clause, the payment will be calculated on a pro rata basis, i.e. on the basis of the proportion between the result reached by the contract termination date and the agreed end result. The payment will be limited to the value of the Goods and/or Services actually delivered, verified and of use to us by the contract termination date. The Contract Partner will not be entitled to terminate the contract for convenience.

14. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OTHER RIGHTS

14.1 The Contract Partner shall indemnify and hold us harmless from and against any claims regarding rights of third parties, such as e.g. patent, trade mark, design, semiconductor rights and/or copyright, and shall fully warrant and guarantee the proper use of the Deliverable and worldwide resale and use of the Deliverable by the End User. The Contract Partner undertakes to procure for us the necessary permits (licenses) at his expense.

14.2 As soon as the Contract Partner becomes aware that the Goods and/or Services infringe on third party intellectual property rights, he shall promptly notify us thereof and inform us at the same time about the measures he has taken to ensure smooth operation and sale by us and our customers and the End User and the time frame in which he will implement such measures. The Contract Partner will be obligated to take all measures to ensure that none of the aforementioned parties is affected. If the Contract Partner delivered or developed software which infringes on third party rights, the Contract Partner will be obligated to promptly prepare patches eliminating such infringement.

14.3 If instructed by us to do so, the Contract Partner shall defend us/himself against third party claims at his expense and pay for the lawyers' fees. The Contract Partner shall at any rate minimize our immaterial damage including negative publicity, etc.

14.4 The Contract Partner will on no account be entitled to perform an audit on our and our affiliated companies' premises or to use test software or scan Data for auditing purposes or perform automatic readouts or have readouts performed.

14.5 To the extent permitted by law the Contract Partner waives all moral rights including, but not limited to, copyright notice.

15. IMPORT PERMITS, EXPORT PERMITS

15.1 The Contract Partner undertakes to assist us in any and every possible way in the acquisition of import permits required in the country of import.

15.2 Unless otherwise specified in the Contract Partner's Offer we shall assume that export permits are not required in the producing country. Where export permits are needed, the Contract Partner shall acquire them at his expense and risk.

17. MISCELLANEOUS

17.1 Each company, i.e. Rosenbauer International AG, Rosenbauer Brandschutz GmbH, Rosenbauer Österreich GmbH, Rosenbauer E-Technology Development GmbH, may exercise all rights under this contract itself and on its own behalf.

17.2 Any reservation of ownership clauses of the Contract Partner shall not be applicable. In the case of previous reservations of ownership in the Contract Partner's supply chain he shall inform us thereof; effective reservation of ownership will prevent the Payment to the Contract Partner from becoming due.

17.3 The Contract Partner's cost estimates shall at any rate be binding and must be adhered to. If we expressly give our written consent to non-binding cost estimates, the Contract Partner must notify us in writing of a potential cost overrun within 5 working days of the day it becomes obvious to the Contract Partner, otherwise we shall not pay the additional amount.

17.4 If any provision hereof is or becomes invalid or if a gap emerges in the contract, the validity of the remaining provisions shall in no way be affected. The invalid provision shall be replaced by a provision effectively coming as close as possible to the economic purpose of the invalid provision. The same applies mutatis mutandis to gaps.

17.5 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.

17.6 The contract shall exclusively be governed by and construed in accordance with the substantive law of Austria, but excluding the UNCITRAL rules and the conflict of laws rules. Any dispute arising in connection with the contract, regarding its validity, its formation and interpretation, etc. shall be settled before the competent court in Linz, Austria. We may also choose to bring an action against the Contract Partner before the court which has jurisdiction *ratione loci* and *ratione materiae* according to the legislation of the state in which the Contract Partner is based.