

General Terms and Conditions of Business - SYSTEMS ENGINEERING (GTCB – Systems Engineering)

of Rosenbauer Brandschutz GmbH, FN 86385 m, District Court Linz

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

1. DEFINITIONS

These General Terms and Conditions of Business - Systems Engineering (hereinafter referred to as "GTCB") contain terms with the following meanings:

1.1 "Customer" refers to the contracting party.

1.2 "System" refers to the service (object of performance) to be rendered by us as per the respective contract and any item deliverable by us (deliverable item).

1.3 "we" or "us" refers to Rosenbauer Brandschutz GmbH.

1.4 "Notice of delivery readiness" refers to our written notification that delivery and installation of the System will begin by a defined date.

1.5 "Notice of completion" refers to our written notification that installation of the System has been completed.

1.6 "Notice of readiness for acceptance" refers to our notification that the trial operation period is completed and the System is ready for acceptance.

1.7 "Acceptance" refers to the formal acceptance of the System.

1.8 "Working Day" refers to any day from Monday to Friday, unless it is a public holiday in Austria.

2. FIELD OF APPLICATION

2.1 Unless otherwise agreed, our contracts, offers, orders, sales, deliveries and installations shall be made solely in accordance with our GTCB, as reproduced below in their current version. In addition, our GTCB can be downloaded from the Internet at any time for free from the "General Terms and Conditions of Business" section on the Rosenbauer homepage by following the link www.rosenbauer.com/AGB including the following pages, and can also be saved and printed out by the Customer 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 Customer without us having to refer to them again in each individual case.

2.3 We hereby expressly object to the general terms and conditions of business of the Customer. Any deviating agreements from our GTCB shall only apply if, and insofar only for that individual case in particular, these have been confirmed in writing by us as an amendment to our GTCB. This confirmation requirement shall apply in any event, for example even if we, being aware of the general terms and conditions of business of the Customer, execute assembly or delivery to it without reservation. There are no verbal side agreements made upon conclusion of the contract.

2.4 Individual Customer agreements reached expressly with us in individual cases (including side agreements, additions and amendments to these GTCB) shall in any event take 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 Customer.

3. OFFERS AND COST ESTIMATES

3.1 All parts of our offers are subject to change without notice, unless and in so far as 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 Customer by virtue of new experiences and improvements.

3.3 Our drawings, sketches, plans, photos, operation manuals, production know-how, software, etc. shall remain our intellectual property and are protected by copyright law with respect to imitation, copying, competition etc. They may neither be imitated, reproduced, or copied nor notified or handed over to third parties without our written consent. Furthermore, they may not be used for any other purpose than the one they were supplied for.

3.4 In the absence of an expressly different written agreement, our prices are subject to change without notice. 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 delivery and installation of the System. This also applies if the prices were agreed as fixed prices.

3.5 If prices are denominated in a foreign currency (= currency other than Euro), 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/installation of the System as a result of exchange rate differences outside the validity of the calculation exchange rate shall be borne by the Customer, who shall in turn compensate us.

3.6 If there are any obvious errors, in particular errors that were already included in our offer as well as in the accompanying documents, we shall be entitled to terminate the contract or to adequately amend the agreed prices at any time and at our discretion.

3.7 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 in the cost estimate.

4. CONTRACTS AND SCOPE OF SERVICES

4.1 Contracts are concluded either by our written order confirmation (by mail, fax or e-mail), which will be issued following clarification of all technical and commercial questions, or by conclusion of an independent contract to be signed by both parties.

4.2 We reserve the right to make delivery / perform the installation of the System without an order confirmation or contract. In this case, delivery of the System replaces the order confirmation/contract.

4.3 The Customer shall be bound to its order for 10 working days until the decision regarding the acceptance of an order (by order confirmation/contract) or the rejection of an order by us is made. An order may only be canceled within this period following written approval by us.

4.4 The protection objective and a protection area of the System may be defined in the contract, offer and/or order confirmation. If these are defined, the System's defined application scope does not extend to other areas outside of the protection area. If no protection objective and protection area are defined, e.g. for deliveries of components or deliveries, none shall apply.

4.5 The System will be used to contain an initial fire within the defined protection area, unless agreed otherwise. The System is not suited to prevent or extinguish a full fire that flashes over into the defined protection area, or to prevent, contain or extinguish an initial fire outside of the protection area.

4.6 The Customer is required to participate in the provision of services and is in particular required to fully meet his advance performance obligations in a timely manner. We are not required to advise the Customer of the deadlines for meeting his obligations in terms of performance and cooperation. The Customer is required to reimburse us for all costs and other financial losses due to his failure to comply with his performance and cooperation obligations in full and/or in a timely manner.

4.7 The Customer is required to obtain or initiate any third-party approvals/permits/notices required for the System, including those from government authorities and reports to the same, at its own cost. The Customer bears sole responsibility for the System.

4.8 We are at liberty to modify the performance specifications to the extent the quality and quantity of such modified performance correspond to those of the originally agreed performance. Modifications to the performance specifications are also permissible if they are necessary due to local conditions/building conditions and/or to regulatory/technical requirements or if requested by our suppliers.

5. DELIVERY DATES, INSTALLATION DATES AND DEADLINES

5.1 The delivery dates, installation dates and deadlines specified in our order confirmation/contract always commence on the date of the order confirmation/contract. Where an advance payment has been agreed to, these deadlines do not begin prior to our receipt of such advance payment.

5.2 To the extent the Customer is obliged to render advance performances (e.g. make payments, obtain official permits, construct buildings, install equipment, install cables, provide planning documents, etc.), the delivery dates, installation dates and deadlines shall be extended by the period for which the Customer was delayed in rendering such performances.

5.3 If multiple delivery dates, installation dates and deadlines are specified, 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 If the Customer requests a technical, commercial, or schedule-related change to the System, any bindingly agreed delivery dates, installation dates and deadlines shall no longer be valid. We shall in this case be entitled to unilaterally set new delivery dates, installation dates and deadlines.

5.5 The deadlines and dates specified in the order confirmation/contract shall be agreed to the best of our knowledge, subject to normal conditions. The delivery dates, installation dates and deadlines, each within the meaning of clause 5.6, shall be extended, without giving the Customer any right whatsoever to rescind or to assert claims of any kind, in case of events such as lack of means of transport, disruption of operations, strikes, seizures, delayed delivery from a sub-supplier, delayed carriage or delayed delivery of raw materials and components, unforeseen or foreseeable difficulties during border processing and import or export customs clearance.

5.6 If the installation has commenced and adverse weather conditions or other reasons outside of our sphere of responsibility prevent a continuation of the installation and completion of the System, the delivery dates, installation dates and deadlines shall be extended by the duration of the impediment plus a reasonable period to allow for the recommencement of the works and any rescheduling due to less favorable seasonal conditions.

6. NOTICE OF DELIVERY AND COMPLETION, (PARTIAL) ACCEPTANCE OF THE SYSTEM

6.1 The Customer shall confirm completion of its advance performance obligations - if any - within 3 working days from our notice of delivery readiness.

6.2. In the event that the commencement of installation is delayed following the notice of delivery readiness for reasons outside of our sphere of responsibility, we are entitled to issue to the Customer a one-time limit of 5 working days for acceptance of our performance, i.e. commencement of installation, and, following the expiry of this time period to no effect, to withdraw from the contract or maintain the contract and demand damages due to delay.

6.3 The Customer will receive a notice of completion upon completion of the System. Following completion of the System and if provided for, a trial run will be performed, which will check all important operational and functional characteristics of the System. There is no full-scale fire protection in place during the trial run as the System's functionality will still be limited. The trial run is

deemed as having been completed without faults, if the System is functional and operable and no functional defects are apparent.

6.4 We shall notify the Customer of the System's readiness for acceptance following completion of the trial run or the System, depending on whether a trial run has been agreed. The System shall be deemed accepted (=assumed acceptance), if the Customer fails to accept the System within 3 weeks from receipt of the notice of readiness for acceptance without the Customer having given written notice of being prevented from performing the acceptance due to objectively justified reasons.

6.5 The System shall also be deemed accepted free of fault as soon as the Customer has started it or used it, including parts of the System (= assumed acceptance).

6.6 In all other cases, acceptance shall be effected by way of a written (meaning signed by both parties) acceptance protocol. The acceptance protocol shall be submitted to the Customer by e-mail/letter/fax if the Customer refuses to sign it. The contents of the (submitted) acceptance protocol shall be deemed as confirmed by the Customer unless it notifies us in writing within 5 working days of any reasons opposing its signing of the acceptance protocol.

6.7 Minor defects that do not negatively affect the general functioning of the System do not entitle the Customer to refuse the System.

6.8 The Customer is obliged to accept partial functions of the System if these can be used separately and are ready for acceptance. Insofar as partial performance, in particular partial installation and partial completion has been agreed upon, these GTCB shall apply analogously.

6.9 Two copies of operation manuals, spare parts lists, drawings and other documents will be provided with the System. Additional copies will be invoiced separately.

7. DELAY AND IMPOSSIBILITY OF PERFORMANCE

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

7.2 If the Customer suffers a demonstrable loss as a result of a delivery delay caused by gross negligence on our part, it shall be entitled to compensation of no more than 5% of the object of performance. Any further claims are excluded.

7.3 In the case of a delay in the meaning of clause 7.1, the Customer must service written notice of its intention to rescind the contract by registered post within 10 working days from our request. The Customer is otherwise not entitled to rescind the contract or to claim any type of damages.

7.4 The risk of accidental perishing or deterioration of the System delivered by us passes to the Customer no later than upon (assumed) acceptance.

8. PAYMENT AND RETENTION OF TITLE

8.1 Unless otherwise agreed, all of our prices shall apply ex works in EURO plus the applicable rate of VAT. Additional costs, in particular for packaging, transport, insurance, customs, taxes, fees, etc., will be charged separately where applicable. All domestic and foreign incidental costs incurred in connection with the delivery shall be borne by the Customer.

8.2 The exclusive place of performance for all payments is Linz, Austria.

8.3 All payments must be made by the agreed date on a non-cash basis and without deductions to one of our accounts nominated on the invoice.

8.4 If a Customer's payment by way of transfer is not made from an account held by the Customer, 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 Customer.

8.5 If a payment has not been made by the agreed date, we shall be entitled to charge the Customer statutory default interest (§ 456 UGB) plus all accrued expenses and costs. In this case, we are entitled to make the further fulfillment of the contract contingent on the advance payment or bankable securing of the agreed price, or fully withdraw from the contract. Any agreed delivery dates, installation dates and deadlines shall be void in the event of default by the Customer.

8.6 Claims by the Customer may not be offset against our claims.

8.7 We shall retain ownership in the System until receipt of full payment of the agreed consideration and all ancillary charges; our ownership remains unaffected if the System is mixed, processed or combined with other items of the Customer or a third party. In the case of the Customer nevertheless obtaining ownership in the System prior to payment of the agreed consideration, such ownership shall be joint ownership with any disposal, administration or use, etc. requiring our written consent.

8.8 The Customer is not entitled to sell or pledge the System, or otherwise cede it to third parties until full payment of the agreed consideration has been made. In the event of a claim by third parties for ownership in the System (e.g. by seizure) or damage to the System caused by third parties, the Customer must promptly notify us or otherwise compensate us for any loss suffered from its delay/failure to notify us. The costs of asserting such claims shall be borne by the Customer.

9. CONSIDERATION

9.1 A lump-sum fee must be expressly agreed upon in writing and shall only include the performances specifically stipulated in the contract.

9.2 Insofar as the fee has been set as a lump-sum fee, services which are required for the installation/operation of the System but which are not included in the service subject will be charged in accordance with the price list that is valid at the time the services are rendered. If the price list does not contain such services, a reasonable fee shall be deemed as agreed.

9.3 Where unit prices have been agreed to, the volumes indicated in the contract/order confirmation will be calculated on the basis of the Customer's estimates and specifications. Invoice amounts will be based on actually rendered services.

9.4 We are entitled to increase the prices by a reasonable amount if the aggregate costs of wages, energy, and raw material increased by more than 5%. We are further entitled to adjust pricing if the conditions of the building site and/or the building deviate from the Customer's specifications or if changes are necessitated by official regulation / technical standards. We shall notify the Customer of any such price increases.

9.5 The Customer is entitled to rescind the respective contract if the price increase amounts to more than 10% of the agreed consideration, with the Customer being obliged to in turn reimburse us for our expenses incurred in the performance of the contract to date.

10. WARRANTY

10.1 Provided no further claims have been agreed in writing in the contract and assuming all payment obligations are fulfilled, we shall grant the Customer, but not any third parties, a warranty for our products. The Customer may only call upon this warranty if it can prove that the defect was present upon handover (acceptance of the System) and if it immediately notified us in writing (by e-mail or fax), albeit no later than 5 working days, of any defect that has occurred along with a more precise description of the defect.

10.2 Insofar as a System achieves the guaranteed properties in situ, the service is deemed to have been provided free of defects.

10.3 Any properties of the System are only guaranteed if expressly agreed so between us and the Customer in writing. Specifications contained in the offer, contract and/or order confirmation, in particular with regard to flow speeds, dimensions, weight, performances, etc. shall serve as guidelines only and do not represent guaranteed properties.

10.4 If the Customer provides "existing/third party facilities" (=systems/cables/equipment/works completed in advance, etc., which have not been produced or provided by us) or associated information and/or specifications, any warranty/liability for such "existing/third party facilities" and associated information/specifications is excluded. This also applies if we install/process/use these "existing/third party facilities" and associated information/specifications. Any "existing/third party facilities" must be provided to us in a safe and defect-free condition. We will not accept liability for associated information and/or specifications.

10.5 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 System, must be notified in writing within 5 working days of acceptance; failure to do so will result in the warranty being void and claims for damages (including consequential damages) and misapprehension being excluded.

Unless otherwise specified by law, the warranty period is 12 months and shall commence at the date of acceptance or assumed acceptance of the System in the meaning of clause 6, or upon delivery ex works or upon dispatch, provided the aforementioned has been carried out by us and acceptance has not been agreed.

10.6 Once this period has expired, we shall no longer accept any liability for warranty claims. The rectification of any defects shall not extend the warranty period and any agreed written guarantee periods.

10.7 In the case of a defect that is subject to warranty, we are obliged to rectify the defect or replace items at our discretion. We shall, at our discretion, be entitled to repair parts that have become defective or replace them with new ones. The place of performance for repairs or replacement is the location of the System, unless agreed otherwise between the parties. If the repair or replacement is not possible or is associated with disproportionate financial or actual costs, the Customer may only request a reduction in the price, including for significant defects.

10.7 The warranty claim expires if the System has been subject to modifications, repairs or any other interference without our prior written consent.

10.8 The Customer expressly acknowledges that it is required to monitor the System for performance on an ongoing and periodic basis and service the same following acceptance. The Customer's claims under warranty and any justified claims for liability are excluded if the Customer fails to continuously monitor and maintain the System. Proper written maintenance records are also a prerequisite for claims and compensation of damages pursuant to clause 11.

10.9 Our warranty obligation only applies to defects which impede the usability and that occur despite compliance with the applicable operating, maintenance and installation provisions for the System and its software. 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 delivered software, 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.

10.10 Where the Customer 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 Customer is entitled to carry out such repairs. Any expenses related to Customer's own advance performance or those of third parties which are required to repair the defect shall be the Customer's responsibility.

10.11 Any further warranty claims by the Customer, in particular claims for damages arising from defective delivery, are excluded.

10.12 The Customer must assert any claims and rights based on the warranty within 6 months following knowledge of the same by way of a legal action; otherwise its right to do so will lapse.

11. COMPENSATION OF DAMAGES

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

11.2 It is expressly agreed that we shall only have to pay the Customer damage compensation for damages other than personal injuries (11.1), 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, loss of production or any other indirect damages. 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.

11.3 The Customer's claim to damage compensation, in the case of insured damages, shall in any case be limited to the insurance sum, otherwise to the amount of the fee that we receive for the provision of services.

11.4 Any Customer's claim to damage compensation, in particular consequential and/or property damage is entirely excluded in the case of a false, erroneous and/or fake alarm and/or a false, erroneous and/or fake activation of the System.

11.5 The System only offers the degree of reliability that can be expected on the basis of the contract and provided that the Customer has performed all necessary/required inspections/maintenance works of the System.

11.6 In case the provision of services, e.g. the start/resumption of installation activities or the completion/acceptance of the System is delayed for reasons within the Customer's control, the Customer shall be required to compensate us for all damages that we have incurred.

11.7 Damage compensation claims may only be asserted by the Customer by way of a legal action within 6 months after the due date, but no later than three years following the event that establishes the claim, otherwise any rights in this regard shall lapse.

11.8 In case 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.

11.9 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/strike and any other circumstances beyond the control of the parties, such as fire, flooding, seizure, embargo, war, etc.

12. USE OF SOFTWARE

12.1 Where the subject matter of the contract includes software, the Customer shall be granted a non-exclusive right to use the delivered software including its documentation. It is provided for exclusive use with the System installed by us. Any other use of the software is not permitted.

12.2 The Customer may only copy, process and adjust the delivered software within legally admissible limits, and only to the extent that this is required for the intended use by those entitled to use the software. Any further editing, processing or adjustment requires our express written approval in all cases. Any unauthorized processing, modification, or adjustment of delivered software shall result in the immediate and definite loss of the Customer's warranty and damage compensation claims in this regard.

12.3 Non-compliance with installation requirements and installation instructions shall result in the immediate and definite loss of the Customer's warranty and damage compensation claims in this regard.

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

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

12.6 The Customer commits to refrain from removing manufacturer's information, particularly copyright notations, or to modify the same only if it has received our prior and express written approval for this purpose.

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

13. PRIVACY AND COMPLIANCE

13.1 In accordance with the provisions on data protection, we expressly advise that the execution of an order will involve the storage of Customer's 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 data to third parties that we have commissioned with executing the order so as to ensure proper fulfillment of the same. Beyond this, Customer data will be handled in confidence and not forwarded to third parties.

14. PLACE OF JURISDICTION

14.1 The competent court with jurisdiction for such cases in Linz/Austria shall be the 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 competent court with jurisdiction for such cases at the Customer's general place of jurisdiction instead of the aforementioned court.

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

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

15. GENERAL

15.1 The present GTCB cover the entire contractual relationship between us and the Customer, in particular 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 also apply analogously to other performances rendered by us, to services, maintenance, and repairs.

15.2 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.

15.3 Austrian substantive 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.

15.4 In the event that a provision of these GTCB or parts thereof are found to be or become 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.

15.5 The Customer waives any challenges regarding the contract due to errors, frustration of contract and any other conceivable legal ground. The Customer is not entitled to terminate this contract, but is bound to this contract until such time as we have completed our service obligation.

15.6 The Customer must assert claims from legal grounds other than warranty and damage compensation in writing by registered mail within 6 months of knowledge of the claim, otherwise the Customer shall lose its ability to exercise this right.