

## GENERAL WARRANTY CONDITIONS

### 1. SCOPE OF WARRANTY

These General Warranty Conditions shall apply to all Warranty Commitments, work performed under warranty and/or Warranty Agreements of the companies of Rosenbauer Group, including, but not limited to, Rosenbauer International AG, Rosenbauer Österreich GmbH, Rosenbauer Brandschutz GmbH, Rosenbauer E-Technology Development GmbH, Rosenbauer Schweiz AG, Rosenbauer Deutschland GmbH, Rosenbauer Karlsruhe GmbH, Rosenbauer Brandschutz Deutschland GmbH, Rosenbauer d.o.o., Rosenbauer Rovereto S.r.l., Rosenbauer Polska Sp.z.o.o. (subsequently “Rosenbauer”) without the need for express reference to their applicability being made.

### 2. CONTENT AND WARRANTY PERIOD

2.1. The content and scope of the Warranty Commitment arise from the written Warranty Agreement and the General Warranty Conditions below.

2.2. The Warranty Commitment shall apply exclusively to the functionality of the agreed components used and/or integrated into a vehicle/equipment from Rosenbauer. A warranty case does not give rise to Buyer’s right to obtain rescission of the sale or a reduction of the sales price.

2.3. During the Warranty Period Rosenbauer and/or a service partner engaged by Rosenbauer shall repair defective parts in the vehicle/equipment which are prove to be defective due to defects in materials or workmanship. Rosenbauer shall according to its own discretion make the necessary professional repair through replacement or improvement of the affected parts or have these works carried out.

2.4. The Warranty Period arises from the Warranty Agreement.

2.5. Work performed under warranty shall not give rise to an extension of the original guarantee and/or warranty period.

### 3. SCOPE OF THE WARRANTY COMMITMENT

3.1. The Warranty Commitment shall apply to the vehicles/equipment expressly stated in writing in the Warranty Agreement.

3.2. Work performed under warranty or replacement of materials and compensation shall be excluded for the following components and/or parts and thus not covered by the Warranty Commitment: wear and tear parts and parts which are replaced when maintenance or detailing services are provided (e.g. windshield wiper blades and -arms, washer nozzles, tires, brake pads -disks and -drums, shock absorbers, track-rod ends, ball joints and coupling rods, clutch disks and -pressure plates, drive belts including guide- and idler pulleys, plastic tubes, steel ropes, rim protectors, sliding pads/sliding pieces/rubber pads, seat covers and -pads, fuses, lighting, batteries, accumulators, ignition and heater plugs, filters, gaskets, liquids, oils, grease, AC-refrigerants), accessories (e.g. hazard triangles, fire extinguishers, first-aid kit), non-safety relevant optical damage (e.g. damage to the paintwork, dents, paint scratches, fading of plastic parts, surface corrosion).

3.3. Work performed under warranty is limited to the respective fair value of the vehicle/equipment, with the date of the Customer’s written notification to Rosenbauer of the occurrence of the warranty case being decisive for the fair value calculation.

### 4. REPLACED DAMAGED PARTS

4.1. Replaced damaged parts (i.e. defective parts) demanded by Rosenbauer must arrive at Rosenbauer within 4 weeks of the request date at the expense of the Customer. If they do not arrive by the deadline specified above, the Customer shall not be entitled to any work performed under warranty.

### 5. EXCLUSION OF WARRANTIES AND LIABILITY

5.1. Any claim for work performed under warranty and/or any other liability for damage or defects shall be excluded at any rate where the reasons and/or incidents below apply:

- Accident (i.e. unexpected incident connected with sudden external mechanical violence) and forceful impacts of any type;
- Theft (e.g. unauthorized use, robbery, embezzlement etc);

- Impact of natural phenomena such as storms, hail, lightning, earthquakes or floods and agency of water, frost, scorching, fire and explosion;
- Wartime events of any type, civil war, civil unrest, vandalism, terror, industrial action, lockout, seizure or any other act of sovereignty or state authority;
- Nuclear radiation;
- Damage done by animals (e.g. from gnawing martens);
- Inappropriate use and/or repairs;
- Unauthorized repairs made by third parties;
- Non-compliance with maintenance procedures and/or service intervals;
- Changes made to the chassis, power unit, firefighting system and to their electronic control units or other parts;
- Changes made to the original design/configuration or through incorporation of foreign elements or ancillary components which have not been authorized by Rosenbauer;
- Use of a part which obviously is in need of repair;
- Failure to respond to work shop actions and recalls;
- Use of unsuitable and/or insufficient quantities of operating materials (lubricants, oils, coolant etc);
- Non-compliance with the operating instructions or the allowable axial load;
- Overstraining.

5.2. The burden of proof of the presence of any of the circumstances above lies with Rosenbauer. The burden of proof of a defect not being connected to any of the circumstances listed above lies with the Customer.

5.3. The Warranty Commitment does not cover the costs of any direct or indirect consequential damage (e.g. towing charges, surcharges for mobile repair services, freight and/or transport charges to or from the repair shop, rental charges, compensation for loss of use, consequential damage to parts which are not subject to the terms of warranty), loss of profit, maintenance, inspection and detailing work, cleaning, procurement and disposal costs and any repair and/or restoration costs incurred by third parties or the Customer which have been made without the prior written approval of Rosenbauer.

5.4. Damages can be sought from Rosenbauer due to property damage exclusively in the case of gross negligence or willful misconduct on the part of Rosenbauer. Any liability of Rosenbauer for consequential damage of any type (e.g. also in the case of withholding of shipment due to outstanding debt) as well as loss of profit is entirely excluded.

## **6. GENERAL PROVISIONS**

6.1. Any dispute arising out of or in connection with the Warranty Commitment and/or Warranty Agreement shall be governed and construed in accordance with the substantive law of Austria without giving effect to its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction shall be the competent court in Linz, Austria; Rosenbauer shall however be entitled at its discretion to call upon the court with jurisdiction for such cases at the Customer's general place of jurisdiction instead of the aforementioned court..

6.2. A dispute can only be referred to a national or international court of arbitration with the prior written consent of Rosenbauer.

6.3. The place of performance for the work performed under warranty shall be the premises of the parent company Rosenbauer International AG in Leonding, Austria, with Rosenbauer having the right to have such work performed under warranty carried out according to its own discretion at other premises of the Group and/or by a service partner.

6.4. Any claims resulting from the Warranty Commitment, Warranty Agreement, the work performed under warranty and/or warranty case shall become statute-barred within six months after the occurrence of damage, but no later than six months after expiry of the Warranty Period.

6.5. In any dispute whatsoever arising in connection with a Warranty Commitment, Warranty Agreement, guarantees, these General Warranty Conditions etc., the German version shall prevail.

6.6. No agreement or amendment to an agreement and no statement made under the Warranty Agreement entered into shall be effective unless made in text form, with statements sent via email being considered to fulfill the writing requirements.

6.7. If a provision of these General Warranty Conditions is or becomes invalid or unenforceable in whole or in part, the validity of the remaining terms shall not in any way be affected, and a provision shall be deemed

to have been agreed the effect of which comes as close as possible to that of the invalid or unenforceable provision.