

GENERAL SERVICE TERMS AND CONDITIONS

of Rosenbauer International AG, FN 78543 f, Provincial Court of Linz
of Rosenbauer Österreich GmbH, FN 86625 x, 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

1. DEFINITIONS

In the sense of these general service conditions ("Service conditions") is/are:

1.1 "You" or the "Principal" who engages Rosenbauer International AG as well as Rosenbauer Österreich GmbH as well as Rosenbauer E-Technology Development GmbH as well as Rosenbauer Brandschutz GmbH.

1.2 "We" or the "Contractor": Rosenbauer International AG or Rosenbauer Österreich GmbH or Rosenbauer E-Technology Development GmbH or Rosenbauer Brandschutz GmbH.

1.3 "Service personnel" or "Service technician": Employees of the Contractor who perform the services.

1.4 "Services" are repairs and services of the Contractor. These service conditions apply to all services of the Contractor (with the exception of services due to existing warranty obligations for delivered devices and parts). Conflicting or – also partial – conditions which deviate from the service conditions of the Principal are not recognized by the Contractor, unless their applicability is expressly agreed in writing. Lack of objection in no case implies agreement of the Contractor with the conditions of the Principal. In addition to these Service conditions the General Terms and Conditions of Business (GTCB) of the contracting affiliate (Rosenbauer

International AG or Rosenbauer Österreich GmbH or Rosenbauer Brandschutz GmbH or Rosenbauer E-Technology Development GmbH) apply. This information can be retrieved at any time from the homepage www.rosenbauer.com/agb including the following pages or can be submitted on request by the Contractor.

2. CONTENT OF SERVICES

2.1 Services will principally be provided by the Contractor only after a service contract or service agreement has been issued by the Principal. Its execution is carried out by agreement and as soon as possible within the framework of the Contractor's schedule and personnel options.

2.2 The contract for the provision of services comes in effect upon written confirmation (via fax or email) by the Contractor or by start of execution of the services.

2.3 Services will principally be provided during usual business hours of the Contractor (weekdays, i.e. Mon - Thu 7:00 am - 4:00 pm and Fri 7:00 am – 1 pm). At the request of the Principal, the Contractor will also perform services outside standard business hours, but only at an additional cost in accordance with Point 4.3.

2.4 We reserve the right to have our certified service partners carry out the Services.

2.5 Services are performed at the Principal's whenever possible. If this is not possible, these will principally be carried out by the Contractor or by service partners in accordance with Point 2.5. The Contractor can, however, also choose another suitable site for the performance of services (e.g. specialist truck work- shop). If work is to be carried out at the Contractor's, the Principal will send defective devices or parts to the Contractor at their own expense and risk. The Principal will also bear the costs and risk for the return shipping. If service are carried out at the Principal's, the corresponding driving and travel expenses of the Contractor shall be paid for by the Principal.

2.6 If during a service visit the Principal wishes to have devices serviced that are not named in the service contract, or additional devices or additional services, an order must be issued. Binding agreements can only be made with the Contractor's service management.

2.7 The service contract also includes the authorization to carry out necessary and useful test runs or test and transfer trips.

3. COSTS

In any case, the costs of services will be borne by the Principal without regard to whether he can pass on the costs. There is no accounting of the Contractor to third parties.

4. COSTS / TRAVEL COSTS / PAYMENT

4.1 Travel time and travel costs for trips to and from the Principal or to the location of the service object are calculated from the responsible service base, unless a flat- rate has been agreed on.

4.2 Our list prices apply for our services. These are on display in the relevant service locations. The list prices do not include VAT.

4.3 For work outside of our business hours according to Point 2.4, we will charge the following in addition to our net list prices: Mon-Fri, outside business hours + 25% Saturday + 50% Sundays and holidays + 100%.

4.4 Payment for our services is due within 14 days of receipt of invoice, without deductions.

4.5 The setoff with claims from the Principal against claims from the Contractor is not permitted.

5. ESTIMATE / CANCELLATION

5.1 The Principal can set cost limits (net amounts) for the services performed by the Contractor at contract completion. If the service cannot be performed at these costs or requires the performance of additional work or the use of additional parts or materials, the costs can be exceeded by up to 15% by the Contractor, without informing the Principal of this. If, however, it turns out that in the interest of proper performance the costs will be exceeded by more than 15%, the Principal is to be informed of this. If the Principal does not object to this within one week, the notified exceedance is deemed approved.

5.2 At the Principal's request we will issue a written and binding cost estimate. This estimate is subject to a charge, unless agreed otherwise.

5.3 Cancellation of a confirmed contract must be done in writing by the Principal. Point 8 applies for the costs of cancellation and rescinding.

6. PARTICIPATION OF THE PRINCIPAL

6.1 The Principal will ensure that the performance of services can be started immediately after arrival of the Contractor's service personnel and can be carried out until completion without delay. Access to the system on which the services are to be performed must be guaranteed to be safe at all times. The working conditions of the service personnel must be arranged so that work can be carried out in compliance with all regulations, in particular with regard to accident prevention.

6.2 The Principal will ensure that all technical equipment required for the performance of services is functional and available, as well as all necessary auxiliary materials and work materials.

6.3 During the execution of the services, the Principal shall at least provide a specialist as a contact person for the service personnel as well as other specialist personnel, which are necessary for the proper operation of the technical equipment.

6.4 If necessary, the Principal is also to provide an interpreter.

6.5 The Principal is to provide all co-operative obligations named in these service conditions free of charge. If the Principal does not meet his obligations, the Contractor is entitled, but not obliged, to undertake the actions incumbent on the Principal at his site and at his own costs, or instead terminate the service contract after granting a reasonable grace period for the fulfilment of co-operative actions.

7. INTERRUPTION OF SERVICES / DELAY

7.1 The services will principally be carried out without interruption. If this is not possible for reasons for which the Contractor or his service personnel are not responsible, the Principal has to bear the resulting costs, in particular for additional return trips of the service personnel. This also applies if spare parts need to be purchased, which are needed in the course of performance of the service work. In all these instances, the Contractor will endeavour to carry out the services to the end as soon as possible, but against reimbursement of the extra costs.

7.2 The Contractor is entitled to briefly interrupt performance of a service at the Principal's, when the service personnel deployed are urgently required elsewhere (e.g. due to acute operating faults at another customer which must be fixed immediately). The Contractor will bear the resulting costs under exclusion of claims for compensation from the Principal because of the interruption. The interruption will be limited to the absolute minimum required.

7.3 If the performance of services is delayed due to actions in the context of disputes, in particular strikes and lockouts, as well as due to circumstances which are not the fault of the Contractor, the Principal agrees beforehand to an appropriate extension of the assembly time limit under exclusion of claims for compensation.

8. WITHDRAWAL OF THE PRINCIPAL

If the Principal withdraws from the service contract, the Principal will still be charged the agreed fee. At the request of the Principal, the claim for remuneration is to be reduced by what the Contractor has saved as a result of not having carried out the service performance.

9. RESERVATION OF PROPRIETARY RIGHTS AND RIGHT OF RETENTION

9.1 All delivered and installed parts/goods remain the property of the Contractor until full payment has been received. If during the installation of parts/goods a connection with a service object is made, the Contractor acquires joint ownership of the service object in proportion to the invoiced value of the service provided.

9.2 Due to all his claims from the service contract, in particular also for the re- placement of necessary and useful expenses as well as damages owed by the Principal, the Contractor maintains rights of retention to the service object.

10. WARRANTY AND LIABILITY

10.1 The warranty duration for the service carried out is 12 months from delivery/acceptance of the service (even 12 months for replacement parts). Any deficiencies in the services are to be made known to the Contractor immediately, at the latest within 3 days of delivery/acceptance of the service by the Principal for any other loss of all warranty, errors or claims for

damages (including a claim for consequential damage) in writing. Moreover, the statutory provisions relating to the duty of notice apply.

10.2 In the case of justified complaints, the Contractor guarantees the rectification of the defective service. Further warranty rights are available to the Principal only in the event of failed improvements.

10.3 For damages, the Contractor has to provide remuneration for damages only if intent or gross negligence can be proven. This does not include personal damage. For consequential damages, including for loss of profits and damages to third parties, any liability is excluded. For damages which are to be compensated for according to the Product Liability Law (PHG), the Contractor is only liable according to the mandatory legal provisions. If according to the applicable regulations of the PHG the Principal has granted compensation, recourse against the Contractor is excluded.

11.DELIVERY / ACCEPTANCE

11.1 After completion of service work, the Principal must immediately make sure it has been carried out properly.

11.2 In the case of billing on the clock the service personnel has to submit evidence of the work with the registered travel and working hours to the Principal for signing. With his signature, the Principal recognizes the performance of the service corresponding to the issued service contract irrevocably. With signing the proof-of-work or also with the delivery or dispatch of the service object to the Principal is also linked the transfer/acceptance of the service by the Principal, in any case the transfer/acceptance takes place but with recommissioning or use of the service object.

11.3 The Principal cannot prevent the transfer/acceptance by not signing the service order. If the delivery is delayed without the Contractor being at fault, it is valid - as long as the delivery has not already taken place, see point 11.2 – after 14 calendar days have expired after indication of the end of the service performance by our service management by sending a copy of the service order with the entered work and travel times. This also applies in case when upon the service technician's departure no signatory authorized personnel are present and the service carried out can therefore not immediately be confirmed by signature.

12.RISK OF LOSS AND TRANSPORT

12.1 Round-trip transportation of the service object is the responsibility of the Principal, who also bears the risk of loss or damage in transport.

12.2 If the Principal is informed of the completion of the service and he does not pick up the service object within the deadline, contrary to the agreement made, the risk is transferred to him. The Contractor is entitled to charge an appropriate storage/delivery fee from the pick-up deadline.

12.3 If the transportation is handled by the Contractor upon agreement, this takes place at the expense and risk of the Principal only.

13.OLD PARTS

13.1 Replaced old parts shall only be retained by the Contractor until the agreed completion date, if the Principal notifies this in writing when placing the order. In this case, the Principal can extend their release until the agreed completion date or in the absence of such until notification of completion. Without this written notification of the Principal, the Contractor is entitled to dispose of old parts already during the repair.

13.2 All disposal costs incurred will be charged to the Principal.

14.SUBSIDIARY AGREEMENTS

Oral supplementary agreements to the service contract and these service conditions do not apply. Changes or supplements to these service conditions require written agreement. Declarations by fax or e-mail shall be deemed as complying with the written form requirement.

15.SEVERABILITY CLAUSE

If individual provisions of these service conditions should become ineffective, this will not affect the effectiveness of the remaining provisions. A regulation should come into effect in place of the ineffective provision, the effects of which should come as close as possible to the economic objective of the contractual parties.

16.APPLICABLE LAW / COURT OF JURISDICTION

16.1 Austrian law applies for all legal relationships between the Contractor and the Principal. The applicability of the UN Sales Law and other non-mandatory reference provisions will be excluded by mutual agreement.

16.2 Exclusive place of jurisdiction is the competent court which is based at the Contractor's place of residence. The Contractor is however also entitled to file a suit at the headquarters of the Principal.