

## **General Terms and Conditions of the Online Shop Business customers**

of Rosenbauer E-Commerce GmbH, FN , LG Linz

### **1. Scope of application**

- 1.1 These general terms and conditions (hereinafter referred to as "T&Cs") apply to all contracts concluded between Rosenbauer E-Commerce GmbH (hereinafter referred to as "Rosenbauer") and its customers in the Online Shop <https://shop.rosenbauer.com>.
- 1.2 These T&Cs do not apply to customers within the meaning of the Consumer Protection Act.
- 1.3 By placing an order, the customer acknowledges the validity of the terms and conditions and declares that they agree to them.
- 1.4 The terms and conditions are freely available in the Rosenbauer Online Shop in the "General Terms and Conditions" area under the link <https://shop.rosenbauer.com/agb> and can be saved and printed out by the customer in a reproducible form. In addition, the general terms and conditions applicable to the customer's order are sent in a reproducible form along with the confirmation of receipt of the order.
- 1.5 The customer's purchasing conditions are hereby expressly replaced.
- 1.6 Individual agreements of the customer expressly made with us in individual cases (including ancillary agreements, additions and changes to these T&Cs) always take precedence over these T&Cs, insofar as they came about in the scope of the conclusion of the contract. A written contract or - if there is no such contract - our written confirmation to the customer is considered definitive regarding the content of such individual agreements.
- 1.7 These terms and conditions do not apply to non-binding inquiries from the customer that are sent to the sales department of Rosenbauer International AG using the "Bookmark/Wishlist" function.

### **2. Contract conclusion**

- 2.1 All offers in the Rosenbauer Online Shop are non-binding, and we invite the customer to make an offer themselves.
- 2.2 The customer can add the goods offered in the Online Shop to the shopping cart by clicking the "Add to shopping cart" button. In the shopping cart, the customer can start the ordering process by clicking the "Proceed to checkout" button. After entering the requested data (name, billing address, etc.), the customer can choose one of the available payment methods. The customer is then shown an overview of the selected items in the shopping cart. By submitting the order by clicking the "Buy now" button, the customer makes a binding offer to purchase the goods in the shopping cart.
- 2.3 The customer receives an e-mail confirming receipt of the order. This confirmation of receipt is not an acceptance of the order by Rosenbauer, but merely information sent to the customer confirming that the order has been received by Rosenbauer.
- 2.4 The purchase contract is only concluded with our written order confirmation (by e-mail). This will be issued after all technical and commercial questions have been resolved. We reserve the right to deliver orders even without the issuance of an order confirmation. The delivery of the ordered goods replaces the order confirmation in such instances.
- 2.5 Even after we have confirmed the order, the contract is only binding for us if no state or other public bodies raise objections to the contract (such as import bans, export bans, production bans, standards, licensing provisions, etc.). In such cases, we are entitled to withdraw from the contract without rendering any services. If we do not declare it to have been rescinded, the contract remains in effect and the customer bears the risk resulting from the circumstances mentioned.

2.6 After logging in, the order can be viewed in the "My orders" area of the customer account in the Online Shop. However, Rosenbauer does not permanently save the text of the contract. The customer is asked to save the order and the T&Cs themselves.

### **3. Contract language**

3.1 The contract, order, and business language is German. Communication with Rosenbauer customer service and the provision of all other information is also undertaken in German.

### **4. Delivery**

4.1 The delivery of the goods takes place exclusively within Austria.

4.2 Delivery is carried out by Österreichische Post AG or other logistics service providers to the delivery address in Austria specified by the customer.

4.3 Rosenbauer retains the right to make partial deliveries of the goods ordered by the customer. Rosenbauer will bear any additional shipping costs that arise as a result.

4.4 In the case of freight forwarding of goods that, due to their nature (size, weight), cannot be delivered by regular postal service, the logistics service provider will contact the customer to arrange a delivery date.

4.5 Unless a different delivery period has been agreed upon, delivery will be made within 30 days at the latest. The delivery period is deemed to have been met if the item for delivery has left the factory/warehouse by the time the delivery period expires. The risk passes to the customer as soon as the delivery item has left the factory/warehouse or has been handed over to the forwarding agent or shipping agent.

4.6 Liability for damages arising from delay is limited to 0.5% of the value of the delayed delivery.

4.7 The customer is obliged to accept deliveries and services.

4.8 If Rosenbauer is prevented from complying with the delivery deadlines due to force majeure (e.g., natural disasters, strikes, etc.) or other circumstances for which Rosenbauer is not responsible, the customer will be informed at the earliest possible date. The delivery period will be extended by the length of duration of these events.

### **5. Shipping costs**

5.1 Orders in the Rosenbauer Online Shop are free of shipping costs.

### **6. Purchase price, payment, and retention of title**

6.1 The prices listed are gross prices and include the statutory VAT. All prices are stated in euros. Shipping costs are shown separately.

6.2 As a result of cooperation with the payment service provider Klarna (Klarna Bank AB (publ), Sveavägen 46, 111 34 Stockholm, Sweden) the following payment methods are available to the customer:

- Immediate transfer: Your account will be debited immediately after placing the order.

You can find more information on Klarna, Klarna's handling of data protection and Klarna's user conditions [here](#).

6.3 The customer agrees to receive an electronic invoice (PDF) by e-mail.

6.4 If a payment has not been made on the agreed date, we may charge the customer default interest up to the legally stipulated amount (§ 456 of the Corporate Code) in addition to all related expenses

incurred. In this case, we are entitled to make the handover of goods to the customer or the further completion of the order, regardless of its type, subject to advance payment of the agreed price or bank security in the same amount, or to withdraw from the contract entirely. Any agreed delivery dates are void if the customer defaults on their payment.

- 6.5 The offsetting of customer claims against our claims is not permitted, unless the customer's claims are legally related to the customer's liability, or claims that have been established by a court, or have been recognized by us in writing.
- 6.6 The delivered goods remain (9.2)our property until such time as the agreed purchase price and any incidental charges have been paid in full. Until the transfer of ownership is complete, the customer is not entitled to resell, pledge, or transfer the goods to third parties without our consent. If the goods are claimed by third parties (e.g., seizure), the customer is obliged to notify us immediately and to give us the opportunity to assert our property rights. This assertion takes place in any case at the expense of the customer. The delivered goods also remain our property if they are mixed, blended, processed, or otherwise converted with other items belonging to the customer or a third party. If the law of the territory where the delivered goods are located does not permit retention of title, but allows us to reserve other rights to the contractual item, in particular the assignment of claims against another buyer, we will thereby exercise all rights of this type. In the case of resale in particular, the customer is obliged to provide us with all necessary information, to allow us to inspect all necessary documents and to assign all claims to us against third parties to whom the delivery item has been passed on to at their own expense, and that the second buyer simultaneous to the resale of the security assignment record or least note the assignment in their business accounts. All charges relating to the delivery, such as taxes, duties, customs fees, etc., are to be borne by the customer.

## 7. Warranty

- 7.1 Unless further claims have been agreed in writing in the contract, our guarantee for the fulfillment of the payment obligations for our products, and that the material and workmanship are free from defects and in accordance with the state of the art at the time the products were placed on the market, only extends to the customer, and not to third parties. The customer can only invoke this warranty if they can prove that the defect existed at the time of handover and if they notify us of any defects in writing with a precise description of the defect immediately, but no later than within three working days of receipt of the goods. Complaints due to non-compliance with the order and due to defects which could be found upon immediate inspection of the delivery item, must be made in writing within three working days of arrival of the goods at the destination, otherwise the warranty, fault, and damage claims (including a claim for damages for consequential damage) may be void.
- 7.2 Unless otherwise stipulated by law, the warranty period is 12 months (6 months for spare parts) and begins from the date of delivery ex-works or with dispatch, provided this is performed by us. After this period has expired, we are no longer obliged to provide any warranty. In the case of international orders, the warranty period is 13 months, provided that the duration of the transport can be shown to exceed four weeks. The elimination of any defects does not extend the warranty period or any guarantee periods agreed in writing.
- 7.3 In the first instance, the customer can only ask us to rectify or replace delivered goods. If such improvement or replacement proves impossible or involves a disproportionate economic or actual effort on our behalf, the customer can request a price reduction or cancellation of the sales contract. Cancellation of the sales contract is not considered a valid option if the defect is determined to be minor within the meaning of the law. The warranty does not include the reimbursement of any expenses for installation or removal of defective goods.
- 7.4 The warranty claim is intended to cover the rectification of defects that significantly impair usability. We are entitled, if we so decide, to repair damaged parts or to replace them with new ones. The

place of improvement or exchange is the place of performance; related shipping costs are borne by the customer.

- 7.5 For parts not produced by us, our guarantee is limited to claims made by us against the supplier, even if the parts are built into our products or used in any other way.
- 7.6 The warranty claim is rendered invalid if changes, repairs, or other interventions have been carried out on the delivery item without our prior written consent.
- 7.7 Our warranty obligation only applies to defects that occur despite compliance with the intended operating, maintenance, and installation regulations. In particular, it does not apply to defects arising from unsuitable or improper use, overuse, faulty, or negligent treatment, unauthorized use or changes to the software supplied, use by technically untrained personnel and natural wear and tear. This also applies if the operating, maintenance, and other regulations of our suppliers are not adhered to.
- 7.8 Further warranty claims by the customer, as well as claims for damages, e.g., due to defective delivery, are excluded. In the event of defects, the customer is not entitled to withhold payment for the purchase in whole or in part.
- 7.9 If the customer opts to have the repairs carried out by a third party, even if the customer was entitled to do so, we can only be charged those costs that we would have incurred through repairs being performed by our own trained staff.
- 7.10 Any right of recourse according to § 933b of the ABGB is excluded.

## **8. Compensation**

- 8.1 The customer is entitled to compensation for personal injuries even in the event of minor negligence on our part.
- 8.2 It is expressly agreed that we only have to pay the customer compensation for damage other than personal injuries (8.1) if the circumstances of the individual case prove that we have acted with intent or gross negligence. Any liability is excluded for consequential damage, in particular for loss of profits, business interruption, or production downtime. We are only liable for damages that are to be compensated in accordance with the Product Liability Act (PHG), insofar as this is not excluded due to mandatory statutory provisions. Any right of recourse according to § 12 of the PHG is excluded.
- 8.3 The compensation may not exceed the amount that could have been foreseen by ourselves as a possible consequence of the breach of contract, being also no greater than the sum for which we are insured under our liability insurance applicable to the specific instance of damage.
- 8.4 Even in the event that an exclusion of liability is ineffective, we shall not be liable in the event of force majeure. Force majeure shall be understood to mean unpredictable events of an extraordinary nature beyond the control of the contracting parties. Force majeure shall also include circumstances such as labor disputes and any circumstances otherwise independent of the will of the party, such as fire, mobilization, requisition, embargo, insurrection, war, pandemics, etc.
- 8.5 The contract's content only offers the security that is to be expected on the basis of statutory provisions, official regulations, operating instructions, regulations of the suppliers for the treatment of the item delivered (operating instructions, service regulations, etc.), in particular with regard to prescribed tests, inspections, and other information provided. The customer is obliged to comply with all the manufacturer's regulations pertaining to the delivered item and to use the goods, including all parts and any software, only for their intended purpose.
- 8.6 The customer is obliged to take all reasonable and possible measures to avoid and limit damages to as great an extent as possible. Otherwise, we retain the right to demand a proportionate reduction in the amount of damages claimed.
- 8.7 In the event that the limitations of our liability agreed here should be rendered wholly or partially ineffective, our liability is in any case limited in terms of content and scope to the greatest possible extent.

## **9. Place of jurisdiction**

- 9.1 The place of performance for all of our deliveries and services is Rosenbauer's headquarters in 4060 Leonding, Austria.
- 9.2 The place of jurisdiction for all disputes arising from the contract, its conclusion, execution, and/or cancellation is the competent court in Linz, Austria. However, we retain the right to choose a competent court in the general jurisdiction of the customer instead.
- 9.3 The involvement of a national or international arbitration tribunal can only take place with our prior written consent.

## **10. Final provisions**

- 10.1 All agreements and any amendments thereto, as well as all declarations to be made on the basis of the concluded agreements, shall only become effective if made in writing, whereby declarations in text form such as fax or e-mail shall satisfy the written format requirement.
- 10.2 For all orders and contractual relationships, their initiation, their conclusion, their implementation, their cancellation and their coming into being, only Austrian substantive law is to be applied, to the exclusion of the UN Sales Convention and the conflict of law rules. This also and in particular applies to the question of the validity, applicability and interpretation of these T&Cs.
- 10.3 Should any provision of these T&Cs or parts thereof be or become invalid or void, the validity of the remaining provisions shall not be affected thereby and a provision shall be deemed agreed which most closely approximates the invalid or void provision.
- 10.4 In the event of any discrepancy between the English and the German version of the terms and conditions, the German version shall prevail.

As of: **May 2021**