

General Terms and Conditions of the Online Shop Consumer

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> within the meaning of the Consumer Protection Act.
- 1.2 By placing an order, the customer acknowledges the validity of the terms and conditions and declares that they agree to them.
- 1.3 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.
- 1.4 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 select 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 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.
- 4.6 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. These are explicitly displayed to the customer again - alongside the purchase price and other costs - before the "Buy now/Order now" button is pressed. Before concluding the contract, the customer will be informed again in the order summary about the prices, taxes, and shipping costs that will be incurred through the conclusion of the order.
- 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 The delivered goods remain the property of Rosenbauer until the purchase price has been paid in full.
- 6.5 The customer is obliged to reimburse expenses and costs incurred by Rosenbauer through reminders and appropriate legal prosecution to the extent permitted by law. In this context, the customer undertakes, in the event of a default on payment, to reimburse Rosenbauer for the reminder and collection expenses to the extent that they are necessary for appropriate legal prosecution and proportionate in relation to the claim. In particular, they undertake to reimburse the associated costs in the event that a collection agency is used, provided that these do not exceed the maximum rates of the collection agency fees according to the BMWFJ Ordinance.

7. Warranty and compensation

- 7.1 The statutory warranty provisions apply.
- 7.2 Rosenbauer is not liable for damages resulting from minor negligence. This does not apply to liability for personal injury and damage resulting from the breach of a main contractual obligation.

8. Right to rescind (cancellation policy according to long-distance and foreign business law)

8.1 Right of withdrawal

You are entitled to cancel this contract within fourteen days without giving any reasons.

The cancellation period amounts to fourteen days from the day on which you or a third party appointed by you - who is not the carrier - took possession of the goods. In the case of a contract for several goods that you have ordered as part of a single order and that are delivered separately, the withdrawal period begins on the day on which you or a third party named by you who is not the carrier, has taken possession of the last goods. In the case of a contract for the delivery of goods in several partial shipments or pieces, the withdrawal period begins on the day on which you, or a third party named by you who is not the carrier, has taken possession of the last partial shipment or the last piece.

In order to exercise your right of withdrawal, you must send a clear declaration to us (Rosenbauer E-Commerce GmbH, Paschinger Strasse 90, 4060 Leonding, Austria, e-mail: shop.online@rosenbauer.com) in writing (e.g. a letter, fax or e-mail) of your decision to withdraw from this contract. You can use the [Cancellation form template](#) for this, but this is not mandatory.

For adherence to the cancellation period, it shall suffice for you to submit the message about exercising the right of cancellation before expiry of the cancellation period.

8.2 Consequences of cancellation

If you cancel this contract, we shall immediately pay back all payments to you which we received from you, including the delivery costs (with the exception of the additional costs arising from another type of delivery selected by you other than the affordable standard delivery that was offered by us), and it will be reimbursed at the latest within fourteen days from the day on which the message about your cancellation of this contract was received by us. We shall use the same means of payment for the repayment that you used for the original transaction, unless something different was expressly agreed with you; fees will not be charged to you for the repayment under any circumstances.

We can refuse repayment until we have received the goods or until you provide evidence that you sent the goods back depending on what the earlier date is.

You must return or hand over the goods to Rosenbauer E-Commerce GmbH, Paschinger Strasse 90, 4060 Leonding, Austria immediately, no later than fourteen days from the date on which you informed us of the cancellation of the contract. The deadline is met if you dispatch the goods before expiry of the fourteen day deadline."

Alternatively, you have the option of delivering the goods personally to Rosenbauer Customer Center Austria, Handelsring 12, 4481 Asten, Austria, during opening hours, accompanied by the delivery note. In this case, too, we will use the same means of payment for the repayment that you used for the original transaction, unless another form has been expressly agreed with you.

Return of goods that can be sent as a parcel:

The return is carried out by Österreichische Post AG at the expense and instigation of the customer. To do this, use the returns label available in the Rosenbauer Online Shop. You can download this under "Returns" in your personal account and print it out. The direct costs can be found in the applicable tariff fees of Österreichische Post AG.

Return of freight forwarded/bulky goods deliveries:

When returning goods that, due to their nature, cannot be returned by normal post, the customer is to bear the direct costs of returning the goods. We will organize the return of freight forwarded goods for you. Please contact our customer service at the e-mail address shop.online@rosenbauer.com. The direct costs of the return can be found [here](#).

You must only pay for a possible loss in value of the goods if this loss in value can be ascribed to improper handling by you in an audit of the quality, properties, and function of the goods.

8.3 Exceptions to the right of cancellation/withdrawal

There is no right of cancellation/withdrawal from a contract for

- goods that are manufactured according to customer specifications or that are clearly tailored to personal needs,
- goods that are delivered sealed and are unsuitable for return for health or hygiene reasons if the seal has been broken after delivery,
- goods that, due to their nature, have been inseparably mixed with other goods after their delivery.

End of the cancellation instruction.

9. Final provisions

- 9.1 The place of performance is Rosenbauer's headquarters in 4060 Leonding, Austria.
- 9.2 All contracts between Rosenbauer and the customer are subject to Austrian substantive law, excluding the conflict of law rules and the UN CISG. If the customer is a consumer with their regular place of residence in the EU, the mandatory provisions of the applicable law of the country in which the customer has their regular place of residence shall also apply.
- 9.3 Customers who are consumers have the opportunity to submit complaints to the EU's online dispute resolution platform (ODR platform): <https://ec.europa.eu/odr>. Complaints can also be submitted directly to Rosenbauer on the e-mail address shop.online@rosenbauer.com.
- 9.4 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](#)