

General Terms and Conditions

These general terms and conditions (hereinafter referred to as "GTCs") are the basis of every legal transaction concluded in the web shop operated at <https://shop.rosenbauer.com>. These are concluded between Rosenbauer E-Commerce GmbH, FN 558145b, Paschinger Strasse 90, 4060 Leonding, hereinafter "ROSENBAUER", and the customer, hereinafter "Customer". The ROSENBAUER web shop is a browser-based shop solution (hereinafter "onlineshop"), within which ROSENBAUER advertises products and offers them for sale via an integrated web shop (online mail order).

1. Scope

1. Scope of GTCs, definitions of terms, and conclusion of contract
2. All services provided by ROSENBAUER to customers in connection with the web shop, i.e. the processing of sales contracts for goods, are carried out exclusively on the basis of these GTCs.
3. ROSENBAUER reserves the right to amend these GTCs at any time. The terms and conditions that are in force at the time the contract is concluded apply to the contractual relationship with the Customer.
4. **Customer:** A Customer is any user of the web shop who submits an offer to purchase goods via the ROSENBAUER web shop. They must open a user account for this purpose.
5. **Webshop:** The Customer becomes a direct contractual partner of ROSENBAUER by using the web shop function and ordering goods or by concluding a purchase contract for this purpose. ROSENBAUER does not sell any goods to minors, but only to adult and legally competent natural or legal persons. When a purchase of goods is completed via the web shop, a purchase contract is concluded; this is subject to the provisions of the FAGG, the VGG and the KSchG for consumers.
6. **Assortment:** The Assortment represents the range of goods offered for sale by ROSENBAUER in the web shop.
7. **Order:** An Order is when a Customer submits an offer to ROSENBAUER to purchase one or more goods from the assortment that they have placed in their shopping cart. For this purpose, before submitting an order, the Customer is provided with a summary of the products that they have selected and placed in the shopping cart, together with their product characteristics, the purchase price including all taxes and duties, or, in cases where the price cannot reasonably be calculated in advance due to the nature of the goods or the services, the method of pricing, as well as the incidental costs associated with an order (freight, delivery or shipping costs and any other costs, or in cases where these costs cannot reasonably be calculated in advance, a notification of the fact that such additional costs may arise) and all other relevant information. Through clicking on the "Order now with obligation to pay" button, the order is submitted to ROSENBAUER.

The Customer must ensure that the email address provided by themselves for order processing is checked regularly so that the emails sent by ROSENBAUER will be received at this address. In particular, when using a spam filter, the Customer must ensure that all emails sent by

ROSENBAUER or by third parties commissioned to process the order will be delivered.

8. **Order confirmation:** Immediately after ROSENBAUER receives an order, the Customer will receive an order confirmation, which contains the goods that they have ordered and their essential characteristics, the total price including all ancillary costs, and these General Terms and Conditions. The order confirmation does not constitute acceptance of the order. The Customer must check the order confirmation and report any potential input errors immediately.
9. **Acceptance:** Acceptance takes place within 30 days of receipt of the order by ROSENBAUER, either by written notification or by delivery of the goods ordered by the Customer. If ROSENBAUER does not wish to accept an order from the Customer, ROSENBAUER will inform the Customer of this fact within 30 days.
10. **Order confirmation:** As part of the fulfillment of legal informational obligations, ROSENBAUER will send the Customer a confirmation of the concluded contract and these GTCs by email immediately after the conclusion of the contract, but at the latest at the time of delivery of the goods. The relevant information remains stored by ROSENBAUER and in the Customer's user account under "Order History" for the duration of the statutory warranty periods.
11. 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.

2. Terms of delivery and delivery period

1. Delivery dates specified by ROSENBAUER in the course of the ordering process are to be understood as non-binding and do not become part of the contract unless something else has been explicitly agreed to in writing.
2. However, ROSENBAUER will send the goods to the Customer itself or via an involved contractual partner no later than 14 days after the order confirmation has been sent.
3. In the event of *force majeure*, the deadline for the provision of services is extended appropriately, whereby the duration of the hindrance and a reasonable re-start time must be taken into account in the assessment. Excluded from this are cases in which the existence of an instance of force majeure and its duration have no influence on the period of service provision. Cases of force majeure also include events that were unforeseeable at the time the contract was concluded, in particular shortages of energy and raw materials, strikes, lockouts, official measures, pandemics, epidemics, terrorist attacks and war. For the existence of force majeure to be considered to exist, it is necessary that the unforeseeable event or its effects do not last only for a short time. "A short time" is an instance where the effects extend over a period less than five working days. ROSENBAUER will inform the Customer immediately of the existence of force majeure and the probable end of such a circumstance. If the state of force majeure lasts for more than three months without interruption, or if the deadline for the provision of services is extended by more than four months due to several circumstances of force majeure, both the Customer and ROSENBAUER are entitled to withdraw from the contract. In the event of force majeure, the assertion of claims for damages and any other claims is excluded.

The obligation to provide consideration does not apply; advance payments already made will be reimbursed. The provisions of this section apply accordingly if such circumstances arise at a supplier of ROSENBAUER and affect the delivery to ROSENBAUER.

4. Orders in the Rosenbauer Online Shop are free of shipping costs. For orders under 20 euros, a minimum quantity surcharge of 10 euros will be charged. Bonuses and discounts are applied to the value of the goods, but not to other costs.
5. ROSENBAUER is entitled to carry out a Customer's order for goods in partial deliveries, even without such a corresponding request from the Customer. In such an event, however, ROSENBAUER will bear any resulting additional shipping costs itself. The Customer is responsible for additional costs due to a partial delivery requested by the Customer. In general, however, partial deliveries do not occur.
6. Bulky items are delivered to the Customer's street-facing address by a ROSENBAUER forwarding partner. Transport to the installation site and/or on-site assembly are not included in ROSENBAUER's scope of services. In such instances, the logistics service provider will contact the Customer to arrange a delivery date.
7. Default of acceptance: If the Customer is in default of acceptance, ROSENBAUER can either store the goods, charging a storage fee of 0.1% of the invoice amount per calendar day or part thereof, and insist on fulfillment of the contract, or withdraw from the contract after establishing a reasonable grace period and return the goods after withdrawal for resale.
8. The goods are shipped by Österreichische Post AG, DPD or other logistics service providers to the delivery address in Austria or Germany specified by the Customer.

3. Payment terms

1. The delivery of the goods takes place exclusively within Austria and Germany.
2. Purchase on account is currently not possible. For the possibility of this, the Customer can use the inquiry function to contact the relevant sales representative or dealer directly.
3. The Customer agrees to receive an electronic invoice (PDF) by e-mail.
4. 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.
 - Purchase on account: With purchase on account, the invoice amount is due for payment to our external partner Klarna GmbH on the calendar day specified in the invoice (20 calendar days after the invoice date). The payment method purchase on account exists for private customers from Germany and Austria and requires, among other things, a successful credit check by Klarna GmbH. If the customer is allowed to purchase on account for certain offers after a credit check, the payment is processed in cooperation with Klarna GmbH, to whom we assign our payment claim. In this case, the customer can only make payment to Klarna GmbH with debt-discharging effect. We remain responsible for general customer inquiries (e.g. about the goods, delivery time, shipping), returns,

complaints, revocation declarations and deliveries or credit notes even when purchasing on account via Klarna. The General Terms and Conditions of Klarna GmbH apply.

- You can find more information on Klarna, Klarna's handling of data protection and Klarna's user conditions [here](#).
- Payment with PayPal: If you select payment via PayPal, you will be forwarded directly to PayPal at the end of the ordering process. If you are already a PayPal customer, you can log in using your user information and confirm the payment. The receipt of payment is usually confirmed within a few minutes, and your order will be processed immediately. Please note that you agree to PayPal's terms and conditions and thus accept PayPal's processes. If you send your items back, refunds will be automatically credited to the PayPal account that you use. You can decide whether the amount is deposited in your PayPal account or returned to your bank account for yourself via the PayPal platform. If your PayPal account has been closed, we reserve the right to make the refund to the associated bank details. Unfortunately, another PayPal account cannot be used.
- Credit card

4. Retention of title

1. All goods delivered by ROSENBAUER remain the sole property of ROSENBAUER until full payment has been made.
2. In the event of execution or insolvency, the Customer is obliged to notify third parties of ROSENBAUER's property in good time so that ROSENBAUER does not incur any costs or other disadvantageous consequences.

5. Right of cancellation/withdrawal

1. The Customer is entitled to revoke their contractual declaration or a contract that has already been concluded within fourteen days without providing reason.
2. The cancellation period amounts to fourteen days from the day on which the Customer or a third party named by the Customer - other than the carrier - took possession of the goods.
3. In the case of a contract for several goods that were purchased by the Customer as part of a single order where these goods are delivered separately, the cancellation period begins on the day on which the Customer or a third party named by the Customer - other than the carrier - took possession of the last goods.
4. If ROSENBAUER has not complied with the obligation to inform the Customer about the existence of the right of cancellation (conditions, deadlines and procedure for exercising this right), the cancellation period is extended by twelve months.
5. If ROSENBAUER subsequently provides the information within twelve months of the Customer taking possession of the goods - or, in the case of separate delivery, of the last goods - the cancellation period ends 14 days after the Customer's receipt of this information.
6. In order to exercise the right of cancellation, the Customer must inform us of their decision to withdraw from the contract by means of a clear statement (e.g.

a letter sent by post, fax or email). The revocation must be sent to Rosenbauer E-Commerce GmbH, FN 558145b, Paschinger Strasse 90, 4060 Leonding:

- a. email: shop.online@rosenbauer.com
 - b. By post: Rosenbauer E-Commerce GmbH, FN 558145b, Paschinger Strasse 90, 4060 Leonding
7. The Customer can use the sample cancellation form available [here](#), but is not obliged to do so.
 8. For adherence to the cancellation period, it shall suffice that the Customer submits the message about exercising the right of cancellation before expiry of the cancellation period.

6. Consequences of cancellation

1. If the Customer revokes their contractual declaration or a contract that has already been concluded, ROSENBAUER shall owe the Customer all payments that ROSENBAUER has received from the Customer, including delivery costs (with the exception of the additional costs resulting from the Customer choosing a different type of delivery than the cheapest standard delivery offered by ROSENBAUER) immediately and at the latest within fourteen days from the day on which it received notification of the cancellation of this contract.
2. For this repayment, ROSENBAUER must use the same means of payment that the Customer used for the original transaction, unless expressly agreed otherwise with the Customer. ROSENBAUER is not entitled to charge the Customer for this repayment. However, ROSENBAUER is entitled to refuse repayment until it has received the goods back or the Customer has provided proof that it has returned the goods - whichever of the two events occurs earlier.
3. The Customer must return the goods to

Rosenbauer E-Commerce GmbH, FN 558145b, Paschinger Strasse 90, 4060 Leonding

without undue delay, and in any case no later than fourteen days from the day on which they informed ROSENBAUER of the cancellation of the contract. The deadline is deemed to have been met if the Customer dispatches the goods before expiry of this fourteen-day deadline.

4. The Customer must only pay for a possible loss in value of the goods if this loss in value can be ascribed to improper handling by itself during an audit of the quality, properties and function of the goods.
5. The Customer has no right of withdrawal in the following cases:
 - a. When a contract is concluded for the delivery of goods that are made to customer specifications or clearly tailored to their personal needs
 - b. When a contract is concluded for goods that are delivered sealed and are unsuitable for return for health or hygiene reasons if the seal has been broken after delivery.
 - c. When a contract is concluded for goods that can spoil quickly or whose use-by date would soon be exceeded.
 - d. When a contract is concluded for goods that, due to their nature, have been inseparably mixed with other goods after their delivery
 - e. When a contract is concluded for audio or video recordings or computer software supplied in a sealed package if the seal has been broken after delivery.

- f. When a contract is concluded for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts for the delivery of such publications.
- g. When a contract is concluded for the delivery of digital content that is not stored on a physical data carrier, if the business - with the express consent of the consumer, together with their knowledge of the loss of the right of withdrawal in the event of premature start to the performance of the contract, and after provision of a copy or confirmation of such in accordance with § 5 para. 2 of the FAGG or § 7 para. 3 of the FAGG - began the delivery before the end of the withdrawal period according to § 11 of the FAGG.

7. Copyright and data protection

1. ROSENBAUER reserves all rights, in particular trademark rights and copyrights, to the entire content of the website, in particular to trademarks, logos, texts, graphics, photographs, layout and music. Insofar as such use is not permitted by law, any use of the content of this website that goes beyond the contractual performance obligations, in particular storage in databases, duplication, distribution or processing, requires the express written consent of ROSENBAUER.
2. The current data protection regulations of ROSENBAUER can be found [here](#).
3. In the course of contract processing, ROSENBAUER passes on the Customer's address and contract data only to the extent necessary in each case to transport companies and other contractual partners who are involved in the delivery and service.
4. The Customer undertakes to treat access data for any user account that is created with confidentiality and carefully, and under no circumstances will pass it on to third parties.

8. Warranty and liability

1. Unless otherwise expressly agreed in individual points of these General Terms and Conditions, the warranty and liability provisions are based on the statutory provisions.
2. Some of the photographs used by ROSENBAUER to advertise products are sample images that were made available to ROSENBAUER by the respective producer. These have been produced in professional conditions employing certain lighting, and therefore do not necessarily depict the appearance of a product in everyday use. ROSENBAUER is therefore not liable for products matching the photographs used for advertising exactly.
3. In the case of a B2B transaction, the following also applies: The Customer must examine the goods for defects/deviations within a reasonable period of 14 working days after delivery and report any defects immediately, otherwise the goods are deemed to have been approved.
4. In the case of a B2B transaction, the following also applies: The liability of ROSENBAUER and its vicarious agents is limited in all legally permissible cases to compensation for damage caused either intentionally or due to gross negligence. This does not apply to liability for personal injury and under the Product Liability Act. In any case, liability in all legally permissible cases is

limited to the sum insured under ROSENBAUER's liability insurance that is available for each particular case.

9. Support in product liability cases

1. The Customer will not make alterations to products purchased from ROSENBAUER that may affect their safety-related characteristics. In particular, they will not alter or remove existing warnings about the dangers of improper use.
2. If ROSENBAUER is obliged to initiate measures, in particular a product warning or a product recall, the Customer will support ROSENBAUER to the best of their ability.

10. Final provision

1. The place of performance is Rosenbauer's headquarters in 4060 Leonding, Austria.
2. Every contract concluded with ROSENBAUER according to these contractual conditions is subject to Austrian law to the exclusion of the UN sales law and the reference norms of international private law. If the Customer is a consumer with their habitual residence in the EU, the mandatory consumer protection provisions of the law of the Customer's country of residence also apply. The contract language is German. If ROSENBAUER provides translations of these General Terms and Conditions, the German General Terms and Conditions shall take precedence in the event of a conflict of interpretation.
3. To the extent permitted by law, the jurisdiction of the local and factual court responsible for 4060 Leonding, Austria, is agreed upon. In accordance with the provisions of the EuGVVO, consumers have the option under certain circumstances to also assert claims against ROSENBAUER in a court in their country of residence.
4. Customers who are consumers also have the option of submitting complaints to the EU Online Dispute Resolution service: <http://ec.europa.eu/odr>
5. Customers can also submit their complaints directly to ROSENBAUER, for example at the following email address: beschwerde@rosenbauer.com
6. Should a provision of these General Terms and Conditions be or become wholly or partially legally invalid or unenforceable, this shall not affect the legal validity of all other points of these General Terms and Conditions. The contracting parties will replace the legally ineffective or unenforceable provision with an effective and enforceable provision that comes as close as possible to the content and purpose of that rendered legally ineffective or unenforceable.