

General terms and conditions of business and assembly

1. Acceptance of terms and conditions

All deliveries and services are subject to our terms and conditions, which are regarded as accepted through the placing of the order. Deviating terms and conditions of the buyer that we do not expressly accept in writing shall not become a component of the contract, even if we do not expressly object to them.

2. Offer

Our offers are non-binding even following a site inspection and initial projecting.

Documents enclosed with the offer and the order confirmation or referred to there, such as illustrations, drawings, weights and dimensions or other technical data, shall only be approximations. Technical changes may be required to fulfil the required purpose; these shall be notified to the buyer. Properties are only warranted if we have accepted this in writing. We reserve title and copyright to quotations, drawings and other documents and these may not be made accessible to third parties. We shall be obliged to make plans that the buyer designates as confidential accessible to third parties only with the buyer's consent.

We are not obliged to review specifications made available to us for the correctness of the given functional solution or its completeness or to check them with regard to compliance with implementing provisions.

3. Confirmation of order and scope of deliveries and services

Our confirmation of order is decisive for the scope of deliveries and services. Ancillary agreements and amendments require our written confirmation.

4. Delivery time and time of performance

- a) Unless a specific delivery time was firmly promised, the delivery time is regarded as approximate only.

The period for delivery and performance shall commence with the final stipulation of all commercial and technical preconditions for the construction of the systems or plans, but not before documents, permits, approvals that are to be provided by the buyer have been supplied and before receipt of an advance payment in the amount of 30% of the agreed price, insofar as the advance payment is based on section 6.

The period for delivery and performance is complied with if we have duly completed the delivery and assembly of the systems or plans without hindrance during execution of the work within the agreed period and have notified the buyer of this.

The period for delivery and performance shall be extended appropriately, including during a delay in delivery, on occurrence of such hindrances that we were unable to prevent in spite of the diligence that was reasonable in the circumstances of the case; whether occurring in our works or at our subcontractors, e.g. disruptions to operations or shipment disturbances, government interventions, industrial action, delays in deliveries of essential raw materials and construction materials. We must inform the buyer of such hindrances.

If an extended delivery period is exceeded, the buyer shall be entitled to set us a reasonable subsequent delivery period. If the delivery does not take place by expiry of the subsequent delivery period, the buyer shall be entitled to withdraw from the contract. The withdrawal must be declared without delay and presupposes the buyer's own compliance with the contract.

If the above-mentioned circumstances make delivery and performance impossible for us, we shall be exempt from our obligation.

If delivery and assembly of the systems or plans are delayed at the request of the buyer or are delayed for reasons within the control of the buyer, the buyer shall be obliged to pay costs that accrued through the delay (such as waiting time for fitters on daily wages, travel expenses etc.).

- b) If noncompliance with the period for delivery is the result of force majeure or other unforeseeable circumstances beyond our control – e.g. disruptions to operations, strikes, lockouts, lack of means of transport, government interventions, difficulties in obtaining materials or energy supplies, including if they occur at the upstream supplier's – the period for delivery shall be extended to a reasonable extent. If the above-mentioned circumstances make the delivery or service impossible or unreasonable, Rosenbauer shall be released from the obligation to deliver, even if they occur during an already existing delay. Rosenbauer shall inform the buyer without delay of the start and end of hindrances of this type.
- c) If Rosenbauer is in default of delivery, the buyer may only withdraw from the contract and demand damages for non-performance if they have set the seller a reasonable period of grace of not less than three weeks in writing and this period expired without any result. The grace period shall be linked with a declaration that the buyer will refuse acceptance of the delivery following expiry of the period without any result. It is not necessary to set a time limit with the threat of refusal if Rosenbauer has previously seriously and finally refused to deliver. If a hindrance to delivery lasts longer than three months, or if the delivery becomes impossible as a result of an event of the type referred to in a), both parties to the contract shall have the right to withdraw from the contract.
- d) Claims by the buyer for damages because of late delivery are excluded except in cases of intention and gross negligence of Rosenbauer's statutory representatives or vicarious agents.

5. Prices

Prices shall apply to the respective agreed scope of delivery and service for the complete system or plans without packaging and ex works, unless otherwise expressly agreed in other terms and conditions. If fixed prices are not agreed, our prices that are valid on the day of delivery and assembly shall apply to all our deliveries and services. If fixed prices are agreed, we reserve the right to pass the following price increases on to the buyer, if they occur later than 4 months after conclusion of the contract: wage increases, including increases of incidental wage costs, increases in costs of materials, increased costs for third-party services, and extra costs that arise through amendments to laws, regulations, official provisions and provisions of property insurers. Apart from this, section 2 (3) and (5) VOB (German Construction Tendering and Contract Regulations), Part B applies.

Our prices include:

- a) Planning in accordance with the provisions and guidelines on which the offer is based
- b) Preparation and supply of a set of the required technical documentation
- c) Instructions for use for the systems and all necessary signage (in each case in German)

Our prices do not include:

- d) All foundation work and ancillary building work such as excavation work, bricklaying, carpentry, plumbing and painting, production of panelling and insulation
- e) Any necessary posting of fire guards
- f) Costs of daily accommodation and lockable storage facilities for supplies of material and the costs of construction insurance
- g) Costs of electricity and water on the building site
- h) Supplying and laying electrical terminals, with the exception of duct and wiring within fire detection systems
- i) Acceptance charges for the system that are imposed by the technical test centre of VdS Schadenverhütung GmbH, technical inspection associations (TÜV) or other institutions. Engineering services, wages and consumables for work that exceeds the agreed scope of performance and delivery will be charged at current prices.

6. Terms of payment

Our invoices are due and payable upon receipt.

In the case of orders with an invoice value in excess of EUR 10,000.-, thirty per cent (30%) of the purchase price is payable on receipt of our confirmation of order, a further 30% on delivery,

but at the latest on notification of readiness for shipping, 30% on completion and 10% on acceptance of the system with the customer; however, at the latest 2 weeks after due notification of completion, insofar as acceptance does not take place within 2 weeks of notification of completion for reasons beyond our control. The invoice amount is payable in all cases without deduction, regardless of the issue of an invoice for incurred assembly costs.

In the event of payment default, we shall charge interest in the amount of 2% above the rate customary in banking without a separate notice of default. Bills of exchange will be accepted after prior agreement and then only conditionally, they must be rediscountable, discount charges shall be for the buyer's account.

If after conclusion of the contract we become aware of circumstances that are likely to considerably reduce the buyer's creditworthiness, all claims shall be due and payable without regard to the term of any received bills of exchange and we shall be entitled to demand advance payment or security for further services and/or to withdraw from the contract after setting an appropriate extension or to demand damages for non-performance.

7. Transfer of risk

The risk shall be transferred to the buyer as soon as it has accepted the system. However, if acceptance is delayed for reasons beyond our control, the risk shall be transferred on due completion of the system, at the latest 14 days after notification of completion.

8. Retention of title

We retain title to delivered system parts or plans until receipt of all payments arising from our business relationship with the buyer. Delivered system parts or plans may be neither pledged nor assigned as security during the term of retention of title without our consent.

The buyer shall notify us without delay of any attachments by third parties and shall provide us with every assistance to safeguard our rights. The buyer shall insure the subject matter of the contract against all damage during the term of retention of title.

If the buyer enters in default of payment in spite of a warning with fixed time limits or if a material deterioration of its financial circumstances occurs, without prejudice to our other rights we are entitled while maintaining the contract to demand restitution of parts that we have delivered.

If parts have become essential parts of the property through assembly, on noncompliance with the agreed dates for payment in spite of a warning with a fixed time limit the buyer shall be obliged to permit us to dismantle the parts that can be removed without material impairment of the structure and to retransfer title to these parts to us. If the buyer impairs our rights in this respect, they shall be obliged to pay damages. The costs of dismantling shall be for the account of the buyer.

If parts are permanently attached to another object, in the event that this results in claims or co-ownership, the buyer shall transfer its claims to or co-ownership of the new object to us.

We shall be obliged on demand by the buyer to release at our option security to which we are entitled under the above-mentioned provisions insofar as its value exceeds the value of the secured claims (including any interest and other costs) by 20%.

9. Warranty, liability

Warranty and liability claims shall only be valid if the maintenance intervals in accordance with BG, VdS and DIN-VDE guidelines are complied with and maintenance was carried out by an installation company recognised for this system by VdS.

If the systems or plans are defective, or if they become faulty within the warranty period as a result of production, material or assembly faults, we shall be obliged to remedy the defects without charge to the exclusion of further warranty claims but without prejudice to claims under the last paragraph of this section and statutory claims based on a lack of warranted properties.

In the event of an extension of the system a warranty will only be assumed for the new areas of the system. Notifications of defects must be submitted in writing without delay.

The warranty period is two years. It commences on the day of acceptance or, if this does not take place or not in time, with the notice of readiness for acceptance to the buyer.

Our warranty obligation shall expire if work on the systems or plans is carried out by another party. The buyer does not have a right to repair faults in the system or plans itself or to have them repaired by third parties.

We shall be liable for repair work to the same extent as for the delivery and assembly of the system or plans and the warranty period for the repaired parts of the system starts again after conclusion of the repair work.

For economic and safety reasons, assemblies that are externally destroyed or show surge damage will no longer be repaired. There are no claims under warranty for these assemblies. Components with a limited service life (e.g. rechargeable batteries) and wearing parts are excluded from the warranty. If the customer demands warranty work to be carried out at a location that they specify, Rosenbauer can conform to this demand, whereby parts falling under the warranty will not be charged, but working hours and travel costs are to be paid at Rosenbauer's standard rates.

The buyer shall give us the time and opportunity necessary for carrying out all repair work; we shall otherwise be exempt from liability for defects. Other claims by the buyer are excluded.

10. **Other claims for damages**

The buyer's claims for damages for default of performance, inability or impossibility, positive breach of obligation, negligence on contracting or for tort, in particular including claims based on damage that did not arise in the system or plans itself (consequential damage), are excluded without prejudice to claims in section 9, last paragraph or to statutory claims based on a lack of warranted properties. This shall apply unless they are based on our intention or gross negligence or that of our vicarious agents.

11. **Special contractual obligations of the buyer**

All necessary drawings shall be made available to us free of charge as specimen prints.

The risk of damage by fire, explosion, water, frost and rust and of theft of delivered materials and system parts shall be borne solely by the buyer.

12. **Assembly**

We carry out assembly work on the basis of these terms and conditions. We shall issue a worksheet on the duration of the work and the materials used, which the customer or its representative shall accept with a signature. The buyer shall ensure that we are able to assemble the system without hindrance and without interruption. The buyer shall be responsible for hindrances or interruptions to the assembly of other building work that is not yet carried out or carried out late. The buyer shall take over the following at its own expense:

a) **Rooms**

Provision of suitable, dry and lockable rooms for keeping tools, incidentals, fittings and other components and materials, in addition the provision of rooms for the accommodation of our personnel at the workplace including heating and lighting, washing facilities and other facilities, in particular insofar as they are necessary for accident safety and sanitary matters.

b) **Guarding**

On-going guarding of the workplace and the above-mentioned rooms, including during breaks from work.

c) **Insurance**

Insurance for materials, tools, lifting gear, appliances, scaffolding and machinery and the property of our personnel against fire, explosion, water and storm damage. In the case of repair work on existing systems the buyer shall be responsible for notifying its fire insurance provider in advance of the period for the decommissioning of the system.

d) **Security**

The buyer is responsible for the security of the construction site. It shall remove or secure goods, machinery and endangered buildings and equipment parts in such a way that damage is excluded. The buyer shall also secure the building site against fire and explosion. It shall guarantee that the tools, scaffolding and other devices and consumables supplied by the buyer and required for carrying out the work satisfy the accident prevention regulations.

13. The buyer shall accept the systems or the plans within one week after notice of completion. It shall certify that the acceptance has taken place.
14. Material will be charged at the current price. VAT at the rate valid on the date of the invoice shall also be charged. Our assembly accounts are due and payable net immediately on receipt.
15. The buyer shall bear the risk for the system that we assemble or on which we carry out other work. We shall be liable for damage in the framework of our existing liability insurance, i.e. for damage that we cause culpably on assembly to goods, buildings, fixtures or machinery. The buyer shall be solely responsible for the risk of damage from fire, explosion, water, frost and rust and for theft of delivered materials and system parts.
16. We shall provide a warranty for a period of 1 year for the correct execution of the work and the quality of the materials we used in that we undertake to eliminate at our expense all defects that are the result of incorrect execution or poor material used by us. In the event that elimination is technically impossible or financially unreasonable, both parties shall have the right to withdraw. The warranty period commences on the day the work is completed. Our warranty obligation shall expire already during the warranty period if another party carries out work on the system that was the object of our work. Claims for damages of whatever type are in any case limited with regard to their merits and amount to payments by our business liability insurance.
We are not liable for damage resulting from system failure (consequential damage). We shall not be liable for frost damage either during or after completion of our work.
17. VOB / Part B as amended shall apply in supplement to these assembly terms and conditions.
18. The place of performance for deliveries and services is the location of the system.
19. **Place of performance, venue and applicable law:**
The place of performance for all obligations under the contractual relationship, with the exception of assembly work, is the location of our registered office.
The venue for all legal disputes arising from the contractual relationship and concerning its creation and effectiveness, including proceedings involving documents and in particular claims referring to bills of exchange or cheques, is determined by the location of our registered office.
The contractual relationship is governed by the laws of the Federal Republic of Germany.
20. **Severability**
If one or more provisions of these general terms and conditions of business and assembly is or becomes wholly or partly invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced retroactively by a provision having as far as possible the same contents that most closely approaches the purpose of the intended provision.