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## User Agreement RB Brand & Design Guide

These provisions apply to the use of the Rosenbauer Brand & Design Guide (hereafter "B&D") online tool, including the applications, contents, documents, specifications, drawings, sketches, design templates, brochures etc. (hereafter generally referred to as "content") and by registering for and/or use of the B&D you fully agree to the following:

- 1. RBI provides free use of the B&D for an indefinite period. RBI is entitled to revoke, terminate, and/or discontinue the use of the B&D at any time, without stating reasons, with immediate effect.
- 2. The use of the B&D and the use of the resulting content is only permitted for registered users who have agreed to these provisions.
- 3. RBI is in no way liable for the topicality, correctness, completeness or quality of the content provided, or the (access) functionality of the B&D. Any liability and/or claims for damages against RBI are excluded, unless you can prove intent or gross negligence on the part of RBI. Any liability is excluded for consequential damages, in particular for loss of profit. This also applies to damages resulting from infringement of intellectual property rights (including industrial property rights, patents and copyrights).

## 4. You agree

- to use the B&D and its contents exclusively for the purpose and implementation of joint collaboration with RBI;
- not to share access data and contents of the B&D with third parties, to keep them safe and to perform a proper "logout" after every use;
- to inform RBI immediately in the event of misuse of the B&D or its contents, or any suspicion thereof, in writing;
- to use the contents of the B&D exclusively within the agreed scope of use, unless otherwise agreed in writing with RBI;
- not to use content from the B&D, if so requested by RBI;
- upon request and in accordance with the options provided by RBI, to either immediately return
  or destroy all retained contents of the B&D and likewise any copies, excerpts or other
  illustrations as well as any documents, etc. that have been created using, contain or otherwise
  reflect such content.
- 5. In the event of violation of any of these provisions, you undertake to pay a contractual penalty of EUR 10,000 to RBI for each individual breach of obligation, regardless of fault. The right to claim additional damages remains unaffected.
- 6. This User Agreement is governed by Austrian substantive law, excluding the conflict of law rules and the UN Sales Convention.
- 7. For all disputes arising from this Confidentiality Agreement or related to its violation, termination or invalidity, the jurisdiction of Linz, Austria, exclusively applies.