

General Terms and Conditions for Deliver-ies and Services at CLAAS Industrietechnik GmbH (version 03/2024)

1. Offer and conclusion of a contract

1.1 The following terms and conditions shall apply to all offers and sales, in particular of gearboxes, hydraulic and electronic components, cabs, axles, accessories and spare parts, as well as other deliveries and services by CLAAS Industrietechnik GmbH (in the following the "Supplier"). They are valid in their most recent version. Deviating terms and conditions of the Purchaser shall not become part of the contract even if the Supplier does not expressly object to them in each specific case.

1.2 The contract enters into force – absent a separate agreement – when the Supplier sends a written order confirmation.

1.3 Subsidiary agreements or amendments to the content of the contract shall only be effective if they have been confirmed in writing by the Supplier. Information concerning dimensions, weights and other technical details as well as illustrations, descriptions and drawings of the delivery item contained in brochures, leaflets, product descriptions and other documents provided by the Supplier are only approximate unless they have been expressly designated as binding by the Supplier in the order confirmation. The Purchaser is obliged to verify the suitability of the delivery items for their intended purpose, unless the Supplier has expressly assured the suitability in writing or has, by specific contractual agreement, assumed responsibility for the development and/or design. Offer documents, drawings, samples and similar information of a tangible or intangible nature are subject to the property rights and/or copyright of the Supplier and may not be made accessible to third parties without the consent of the Supplier.

1.4 The Supplier reserves the right, even after conclusion of the contract, to make changes to the design or shape, provided that such changes do not considerably alter the delivery item and the Purchaser can be reasonably expected to accept the change.

1.5 The Purchaser is bound to its order for 4 weeks. This period begins upon receipt of the order document by the Supplier.

2. Prices

2.1 Unless otherwise agreed, the prices for the delivery items are FCA Incoterms 2020 ex works/warehouse of the Supplier. Where delivery is scheduled to take place more than 4 months after conclusion of the contract, the Supplier's valid prices on the dates of shipping shall apply. Value added tax and, in the case of export deliveries, customs duties, fees and other public charges, in particular for the issue of export licences, will be added to the prices/any down payment amounts in the respective statutory amount, as well as any transportation costs incurred. Unless expressly specified otherwise, transportation shall also be at the risk of the Purchaser, even if carriage paid delivery has been agreed.

2.2 The Supplier reserves the right to deviate from the standard pricing and delivery times for spare parts requirements or after-series requirements that do not correspond to the standard scope of delivery; deliveries of spare parts may also be made by CLAAS Service and Parts GmbH.

2.3 The Purchaser shall carry all additional costs incurred by the Supplier insofar as it demands design changes. Design changes must be confirmed by the Supplier in writing.

3. Terms of payment

3.1 All payments shall be made in the currency specified in the offer or in the Supplier's order confirmation to the Supplier's account at the bank specified in the order confirmation or invoice without any deduction and free from charges. Agents or other sales staff of the Supplier are not authorised to take possession of payments. Cheques and bills of exchange will only be accepted by prior

arrangement and only on account of payment; the Purchaser will incur all collection and discount charges. The Supplier reserves the right to demand advance payment for deliveries or to deliver spare parts and accessories only by payment on delivery.

3.2 In the event of default (Section 286 German Civil Code (BGB)), the Supplier shall be entitled to demand default interest in the amount of 9 percentage points above the base interest rate (Sections 247, 288 II BGB), unless the Supplier proves higher default interest damages. Complaints do not constitute grounds for withholding due payments. The Purchaser may only offset or exercise a right of retention against claims that are undisputed, ready for decision or legally established and based on claims from the same contractual relationship that are undisputed, ready for decision or legally established.

3.3 Where the Purchaser is in arrears with an amount that is at least 1/10 of the purchase price, the entire remaining amount will fall due without the need for a further reminder. If the Purchaser's customer has paid for the delivery item in full or in part, the Supplier's claim against the Purchaser shall fall due immediately in this amount. Payments shall also be due immediately if the separately agreed bills of exchange or cheques are not given or cashed on time, in the event of suspension of payments, application for the opening of insolvency proceedings against the assets of the customer or in the event of compulsory execution. Any claim to agreed discounts and/or bonuses shall lapse if receivables are reduced to a quota in insolvency proceedings.

3.4 If the Purchaser has been in default with an amount that is at least 1/10 of the purchase price for more than 30 days, the Supplier may, at the Purchaser's expense and after extending a reasonable grace period, repossess the delivery item until the outstanding amount has been paid to secure its claims, insofar as this is reasonable for the Purchaser, as is the case if delivery items have not yet been resold or are not currently in use. Repossession shall not be considered tantamount to a declaration of withdrawal by the Supplier. The Purchaser shall have no right of retention in this regard.

3.5 Where there are justified doubts as to the solvency or creditworthiness of the Purchaser, which are indicated in particular by default in payment, the Supplier shall be entitled – without prejudice to other rights – to demand securities or advance payments for outstanding performances, to declare all claims arising from the business relationship immediately due and payable and to raise the defence of uncertainty within the meaning of Section 321 BGB as a right to refuse performance. The Supplier shall also be entitled to withdraw from the contract pursuant to Section 321 para. 2 in conjunction with Section 323 BGB.

4. Delivery period

4.1 Delivery periods and dates are subject to change unless a specific delivery time has been agreed.

4.2 Adherence to the delivery time is predicated upon the Supplier receiving correct and punctual deliveries from its own suppliers. The Supplier shall inform the Purchaser of any impending delays as soon as possible. The delivery time shall be deemed complied with if the delivery item has left the Supplier's works/warehouse or notification of readiness for dispatch has been given by the time the delivery period expires. The execution period for performances that are subject to acceptance shall be complied with upon notification of readiness for acceptance. The delivery time shall be extended reasonably in the event of measures associated with industrial action, as well as in the event of unforeseen obstacles (such as operational disruptions, delivery stoppages, transport shortages, official measures) and in cases of force majeure which are beyond the control of the Supplier, insofar as such obstacles have a demonstrably significant influence on the completion or delivery of the delivery item. The Supplier will notify the Purchaser as soon as possible of the start and end of any such circumstances.

4.3 Compliance with the delivery time is predicated upon timely performance of the contract and cooperation by the Purchaser, e.g. with regard to the provision of documentation, calculations, load spectra, approvals, releases as well as the transfer of an agreed down payment or the provision of payment securities. Subsequent changes to the scope of the order that are accepted by the Supplier shall effect a reasonable extension of the delivery period.

4.4 The Purchaser may withdraw from the contract with immediate effect if the entire performance becomes ultimately impossible for the Supplier prior to the transfer of risk. The Purchaser may also withdraw from the contract if execution of part of an order becomes impossible and it has a legitimate interest in rejecting the partial delivery. If this is not the case, the Purchaser shall pay the purchase price attributable to the partial delivery. Section 9.2 of these Terms and Conditions will otherwise apply.

4.5 Where shipping is delayed at the request of the Purchaser, it shall be charged for the costs incurred for storage if the items are stored at the Supplier's works, but at least 0.5% of the invoice amount for each month, unless the Purchaser proves lower costs. Such charges shall begin one month after notification of readiness for shipping.

4.6 However, after extension and fruitless expiry of a reasonable grace period, the Supplier shall be entitled to dispose otherwise of the delivery item and to supply the Purchaser with a reasonably extended deadline.

5. Transfer of risk and receipt

5.1 Risk shall be transferred in accordance with FCA Incoterms 2020. This shall apply unless expressly agreed otherwise, and also if partial deliveries are made or the Supplier has assumed other services, e.g. the shipping costs or delivery and installation, on the basis of a separate agreement.

5.2 Where shipping is delayed due to circumstances that are not attributable to the Supplier, risk shall be transferred to the Purchaser on the day of notification of readiness for shipping.

5.3 The Purchaser is not entitled to refuse acceptance due to defects that are immaterial.

5.4 Partial deliveries are permitted insofar as the Purchaser can be reasonably expected to accept such deliveries.

6. Supplier's right to withdraw from the contract

The Supplier shall be entitled to withdraw from the contract if, after the conclusion of the contract, circumstances have emerged that are material to execution of the contract and are beyond the Supplier's control in such a way that the performance becomes impossible or unreasonably difficult for the Supplier (e.g. non-delivery by upstream suppliers for which the Supplier is not responsible or the possibility of delivery only under materially more difficult conditions). Without prejudice to any claims for damages, the Supplier shall also be entitled to withdraw from the contract if the Purchaser materially breaches its contractual obligations, in particular if the Purchaser is in default of acceptance of the delivery item more than one month after notification of readiness for shipping or if the Purchaser can be accused of a breach of duty of care with regard to the handling of the delivery item delivered subject to retention of title. The Supplier's right to withdraw from the contract shall otherwise be governed by statutory provisions.

7. Retention of title

7.1 The Supplier retains title to all delivery items until all of its claims, including future or conditional claims, against the Purchaser arising from the business relationship have been settled, including interest and costs. This shall also apply if individual or all claims of the Supplier are kept in a current account and the balance has been drawn up and accepted. The Supplier shall be entitled to inspect and record the delivery items that were delivered under retention of title and have not yet been fully paid for by the Purchaser during normal business hours at the Purchaser's premises and, if necessary, to mark them once again.

7.2 In the event of a breach of contract by the Purchaser, in particular in the event of default in payment, the Supplier shall be entitled to take back the delivery item after issuing a reminder and the Purchaser shall be obliged to surrender the delivery item. The Supplier may only demand the return of the delivery item based on retention of title if it has withdrawn from the contract.

7.3 The Purchaser is not authorised to pledge the delivery item or assign it by way of security. The Purchaser is obliged to notify the Supplier without delay in the event of seizures or other interventions by third parties. The retention of title is not cancelled by payments made by third parties, especially payments by bill guarantors. The rights of the Purchaser shall be transferred to the payee in these cases. The Purchaser is obliged to take out adequate insurance against fire, burglary, theft and water damage for the items that are subject to retention of title. The insurance claims are automatically assigned to the Supplier in the amount of the value of the goods. The Supplier accepts this assignment.

7.4 The Purchaser shall be entitled to resell the delivery item in the ordinary course of business and subject to conditions that comply with these Terms and Conditions for Deliveries and Services. However, the Purchaser may dispose of delivery items only with the express consent of the Supplier if it is in financial difficulties or has not cleared its debt towards the Supplier. Disposals without this consent are invalid unless subsequently approved.

7.5 The Purchaser hereby assigns to the Supplier all receivables and considerations accruing or arising to him from the sale or from other legal grounds with regard to the delivery items delivered under retention of title. Although the Purchaser shall remain authorised to collect receivables even after the assignment, the Supplier shall be at liberty to collect receivables directly from the customer. The Supplier will avoid doing so for as long as the Purchaser properly fulfils all of its obligations towards the Supplier. The Supplier may demand from the Purchaser the specification of all assigned receivables and their debtors as well as the notification and submission of all further documents required for collection. The third-party debtors must also be notified of the assignment on request (disclosed assignment). If the delivery item is resold together with other goods which do not belong to the Supplier, the Purchaser's claim against the buyers shall be deemed assigned in the amount of the purchase price agreed between the Supplier and the Purchaser.

7.6 The processing of delivery items delivered under retention of title shall always be carried out by the Purchaser on behalf of the Supplier. If such a delivery item is processed with other items that do not belong to the Supplier, the Supplier shall acquire co-ownership of the new item in the ratio of the value of the delivery item to the new item.

7.7 The Purchaser agrees to release the securities to which it is entitled insofar as their value exceeds the value of the due receivables by more than 20 percent.

7.8 Notwithstanding the retention of title, the Purchaser carries the risk of loss or deterioration of the delivered items.

8. Claims for defects

The Supplier is liable, to the exclusion of further claims – subject to Section 9 of these Terms and Conditions – towards the Purchaser for material and legal defects as follows:
Material defects:

8.1 The Supplier is liable for the scope of delivery according to the specification/technical specification. The Supplier is responsible for the manufacturer's scope (material, manufacturing, assembly). Exclusively the Purchaser is responsible for checking that the delivery items are fit for their intended purpose. The Supplier is not liable for the suitability of the delivery items for their intended purpose, unless it has expressly assured the suitability in writing or has, by specific contractual agreement, assumed responsibility for the development and/or design. The following provisions shall apply in the event of a material defect: All delivery items or parts thereof which prove to be defective as a result of a circumstance occurring before the transfer of risk shall be repaired or replaced free of charge at the Supplier's discretion. Section 377 of the German Commercial Code (HGB) shall apply; the Supplier shall be notified in writing without delay of any defects discovered in this context.

8.2 After consultation with the Supplier, the Purchaser shall grant the Supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which appear necessary to the Supplier. If this time and opportunity are not afforded, the Supplier shall be released from all liability for the consequences. The Supplier shall bear – insofar as the complaint proves justified – the expenses necessary for the purpose of subsequent performance, insofar as this does not result in a

disproportionate burden on the Supplier. This includes, unless otherwise agreed, the costs incurred for the repair or replacement delivery, the costs of the replacement part including shipping within the Federal Republic of Germany, as well as the costs of installation and removal or repair incurred on the basis of standard market conditions, including reasonable travel costs within the Federal Republic of Germany in the case of repair outside the Purchaser's manufacturing plant; and furthermore, if this can be reasonably demanded in the individual case, the costs of any necessary secondment of the Supplier's own specialists. The Purchaser is not permitted, without the Supplier's consent, to unilaterally offset claims for the reimbursement of expenses for dismantling and installation costs against the Supplier's purchase price claims or other payment claims. Claims by the Purchaser that exceed the necessary dismantling and installation costs, in particular costs for consequential damages caused by the defects – such as loss of profits including imputed profit surcharges, the costs of business interruption or additional costs for replacement procurements – are not considered dismantling and installation costs and are therefore not subject to reimbursement within the scope of supplementary performance pursuant to Section 439 para. 3 BGB.

In the event of the sale of a newly manufactured item, the Supplier shall also reimburse, to the extent of its statutory obligation, the expenses incurred by the Purchaser within the scope of recourse claims in the supply chain. Replaced parts shall become the property of the Supplier.

8.3 Within the framework of the statutory provisions, the Purchaser shall be entitled to withdraw from the contract if the Supplier – taking into account the statutory exceptions – allows a reasonable grace period for the repair or replacement delivery due to a material defect to expire fruitlessly. The Purchaser shall only be entitled to reduce the purchase price in the event that the defect is insignificant. The right to reduce the purchase price shall otherwise remain excluded.

8.4 In the event of defects in essential third-party products which the Supplier has used in the delivery item, the Supplier shall be entitled to refer the Purchaser initially to the service organisation of the respective manufacturer with regard to claims for rectification and replacement delivery, without this being associated with a limitation of the liability for defects assumed by the Supplier.

8.5 The standards (CN) mentioned for the product and the results proven on the test bench or in the respective prototype machine of the Supplier shall be authoritative for the assessment of the function and suitability of the delivery items. Any claims for defects or damage are excluded if they are caused by natural wear and tear, unsuitable or improper use, modifications or repair work not approved by the Supplier, faulty assembly or commissioning by the Purchaser or third parties, disregard of the operating and maintenance instructions, use of unsuitable operating materials or replacement parts which do not correspond to the original CLAAS spare parts, or by biological, chemical, electrochemical or electrical influences and for which the Supplier is not responsible.

8.6 All other claims are regulated exclusively according to Section 9.2 of these Terms and Conditions.
Legal defects:

8.7 Should use of the delivery item lead to the infringement of industrial property rights or copyrights in Germany, the Supplier shall, at its own expense, procure for the Purchaser the right to continue using the delivery item or modify the delivery item in such a way and in a manner that is reasonable for the Purchaser that the infringement of the property right no longer exists. The Purchaser is entitled to withdraw from the contract if this is not possible at reasonable conditions and within a reasonable period. The Supplier is also entitled to withdraw from the contract under the aforementioned circumstances. In addition, the Supplier shall, in their internal relationship, indemnify the Purchaser against undisputed or legally established claims that are exercised by the owners of the property rights concerned.

8.8 The Supplier's obligations mentioned in Section 8.8 of these Terms and Conditions are final for the infringement of property rights or copyrights, subject to Section 9 of these Terms and Conditions. They shall only apply if a) the Purchaser notifies the Supplier without delay of asserted infringements of property rights or copyrights and b) the Purchaser supports the Supplier to a reasonable extent in the defence against the asserted claims and, if necessary, allows the Supplier to carry out the modification measures in accordance with Section 8.8 of these Terms and Conditions and c) the Supplier retains the right to all defences, including out-of-court settlements and d) the defect of title is not based on an instruction of the Purchaser and e) the infringement of rights was not caused by the fact that the Purchaser modified the delivery item on its own authority or used it in a manner not in accordance with the contract.

8.9 In the event of unjustified notices of defects, the Purchaser shall reimburse the Supplier for the costs incurred by the Supplier if the Purchaser has recognised or negligently failed to recognise that there is no defect and that the cause of the occurrence of which it has complained lies within its own sphere of responsibility.

9. Liability

9.1 The provisions of Sections 8 and 9.2 shall apply, to the exclusion of further claims by the Purchaser, if the delivery item cannot be used by the Purchaser in accordance with the contract as a result of culpably omitted or erroneous suggestions or advice given by the Supplier before or after conclusion of the contract, or as a result of culpable breach of other ancillary contractual obligations, in particular instructions for operation and maintenance of the delivery item.

9.2 In regard to damages that do not occur to the delivery item itself, the Supplier shall be liable – irrespective of the legal grounds – only in cases of

- a) intent;
- b) gross negligence on the part of the owner/executive bodies or senior employees;
- c) culpable injury to life, limb or health;
- d) defects that it has fraudulently concealed;
- e) guarantee commitments;
- f) defects in the delivery item, insofar as there is liability for personal injury or property damage to privately used items under the Product Liability Act (ProdHaftG).

In the event of culpable breach of material contractual obligations, the Supplier shall also be liable in the event of gross negligence on the part of non-executive employees and in the event of slight negligence; in the latter case, liability shall be limited to reasonably foreseeable damage that is typical for the contract.

Other claims are excluded.

10. Limitation period

The Purchaser's claims for defects in the new delivery items shall expire 12 months after the handover of the delivery item to its end user, but no later than 15 months after delivery to the Purchaser; where the sale does not concern consumer goods, this shall also apply to the limitation period for recourse claims in the supply chain in accordance with Section 445b para. 1 BGB. The suspension of expiry pursuant to Section 445b para. 2 BGB is unaffected. The statutory periods apply to claims for damages according to Section 9.2 a-d and f.

All other claims by the Purchaser – irrespective of the legal grounds – shall expire after 12 months.

11. Export Restrictions (Sanctions against Russia)

11.1 Certain products provided by Supplier may be subject to sanctions and export controls (hereinafter referred to as "Sanctioned Products") especially but not limited to the laws and regulations of the European Union or the United States of America (hereinafter referred to as "Sanctions"). Customer shall not sell, export or re-export Sanctioned Products provided by Supplier for end-use in a country or region or to individuals or entities which are subject to Sanctions. Customer will neither directly nor indirectly sell, export or re-export Sanctioned Products provided by Supplier to Russia, Belarus, Russian controlled territories.

11.2 Indirect sales, exports and re-exports in the sense of paragraph 11.1 means that the Customer shall undertake its best efforts to ensure that the purpose of paragraph 11.1 is not violated by any third party further down the commercial chain, including by possible resellers.

11.3 Any violation of paragraphs 11.1, 11.2 or 11.3 shall constitute a material breach of an essential element of this Agreement, and Supplier shall be entitled to terminate without notice for cause. In addition, in certain cases it is required by law to report any violation to the authorities. Customer shall indemnify Supplier against all direct and indirect damages, losses, costs (including attorney's fees) and other liability arising out of any claim attributable to the violation.

11.4 The Customer shall immediately inform Supplier about any problems in applying paragraphs 11.1, 11.2 or 11.3, including any relevant activities by third parties that could violate the purpose of paragraph 11.1.

12. Software use

Insofar as software is included in the scope of delivery, the Purchaser shall be granted, subject to the following conditions, a non-exclusive right to use or to permit its customer to use the delivered software and its documentation in connection with the delivery item that is intended for this purpose. The software is provided for use on the delivery item that is intended for this purpose; use of the software on more than one system is prohibited. The Purchaser may not duplicate, revise, translate or convert the software from object code to source code. The Purchaser undertakes to refrain from removing or altering manufacturer's details, in particular copyright notices. All other rights to the software and its documentation, including copies, shall remain with the Supplier or the software supplier. Unless otherwise agreed between the Purchaser and the Supplier, the Purchaser shall impose these same obligations on the end user of the delivery item.

13. Privacy

13.1 CLAAS processes data that it receives from the Purchaser in connection with sales for the following purposes: documentation of events, facts and procedures for internal administrative purposes, to compile internal analyses and reports, sales control, performance control, control and optimisation of business processes, planning and implementation of procurement and logistics processes, pricing, settlement of sales premiums and sales promotion.

Insofar as the Purchaser transfers personal data to CLAAS, the Purchaser shall be obliged to carefully check that it only transmits personal data that CLAAS is permitted to process for these purposes.

13.2 The Purchaser shall be obliged to indemnify CLAAS against any damage resulting from the Purchaser's breach of his obligation under Section 13.1. This indemnification claim also extends to fines that are imposed by supervisory authorities in this regard.

13.3 Section 13 shall apply, absent alternative agreements between the parties.

14. Place of fulfilment and legal venue

14.1 The place of fulfilment is the registered address of the Supplier. The contractual relations shall be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

14.2 The legal venue for all claims arising from the business relationship with merchants is the Regional Court of Paderborn. This legal venue shall also have jurisdiction over all proceedings relating to bills of exchange, cheques and other documents in connection with the delivery and/or service. However, the Supplier shall also be entitled to bring an action at the Purchaser's place of jurisdiction. If the User is domiciled outside the Federal Republic of Germany, as plaintiff CLAAS shall furthermore be entitled to call upon a court of arbitration which, to the exclusion of the ordinary courts of law, shall make a final decision in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such Rules. The language of the proceedings shall be German. The place of the arbitral tribunal shall be Dusseldorf.