

# General Terms and Conditions for Deliveries and Services of CLAAS E-Systems GmbH (rev. 03/2024)

## 1. Offers and Conclusion of Contracts

- 1.1 The following Terms and Conditions shall apply to all offers and sales in particular of hardware as well as other deliveries and services of CLAAS E-Systems GmbH (hereinafter referred to as the „Supplier“) to entrepreneurs, legal entities or special assets under public law („Customer“). They shall also apply to all follow-up orders. Any terms and conditions of the Customer which deviate from these Terms and Conditions shall not become part of any contract even if such terms and conditions are not expressly rejected by the Supplier. Individual agreements made with the Customer (including supplements and amendments) shall in any case supersede these General Terms and Conditions. Subject to proof to the contrary, the content of such individual agreements shall be governed by a written contract or the written confirmation of the Supplier. Relevant declarations and notifications by the Customer in relation to the contract (e.g. setting deadlines, notification of defects, withdrawal from the contract or set-offs) must be made in writing or text form (e.g. letter, e-mail, fax). Legal formal requirements remain unaffected.
- 1.2 The Customer shall be bound to its order for 4 weeks. The period begins with the receipt of the order by the Supplier. Unless otherwise agreed, the contract is concluded upon acceptance of the order by receipt of the Supplier's order confirmation in writing or text form or by delivery of the ordered goods or services within the binding period specified in the offer.
- 1.3 Information on dimensions, weights and other technical data, as well as illustrations, descriptions and drawings of the delivery item, which are contained in brochures, leaflets, product descriptions and other documents of the Supplier shall only be deemed approximate, unless it has been explicitly declared as binding by the Supplier in the order confirmation. Offer documents, drawings, samples and similar information of a physical or non-physical nature shall be subject to the Supplier's ownership and / or copyright and must not be made accessible to any third party without the Supplier's previous consent.
- 1.4 The Supplier reserves the right to make changes to the technical design or styling of a delivery item even after conclusion of contract provided that such changes do not substantially change the delivery item and are not unreasonable for the Customer.

## 2. Prices

- 2.1 Unless otherwise agreed, the prices for delivery items are quoted according to FCA (Incoterms® 2020) designated factory plant / warehouse of the Supplier. The prices / any payments on account shall be subject to the addition of value added tax, customs duties, fees and other public charges at the respective statutory rate, particularly for the granting of export licenses. If it has been agreed that delivery is to be effected more than 4 months after conclusion of contract, the Supplier's prices valid on the day of dispatch will be charged.
- 2.2 If, in contrast, delivery has been agreed to be effected carriage paid, transport shall nevertheless be effected at Customer's risk, unless otherwise agreed explicitly.

## 3. Terms of Payment

- 3.1 All payments have to be effected according to the terms and conditions outlined in the Supplier's offer respective order acknowledgement in the currency determined therein, to the nominated Supplier's account, without any deduction, and shall be made free to the Supplier's place of payment. Representatives or other sales personnel of the Supplier are not authorized to receive payment. Draft and cheque will only be accepted after previous agreement against separate billing of all collection and discount charges and only on account of payment. The Supplier reserves the right to deliver abroad against payment in advance only, or for replacement parts and accessories also COD. Any objections shall not entitle the Customer to withhold payments. The Customer may only offset or assert a right of retention if his claims are undisputed, ready for decision or have already been subject of a final court judgement, and arising from the same contractual relationship.
- 3.2 In case of a delay in payment (§ 286 BGB (German Civil Code)), the Supplier shall have the right to charge interest on arrears at a rate of 9 percentage points per annum above the base interest rate (§§ 247, 288 II BGB), unless the Supplier can prove having sustained higher damage through arrears.
- 3.4 If the Customer falls into arrears with an amount equivalent to at least 1/10 of the purchase price, the entire outstanding amount shall become due for payment immediately without any reminder or collection letter being necessary. If the Customer's retail customer has already paid for the delivery item in whole or in part, the claim of the Supplier against the Customer shall to that extent become due for payment immediately. Immediate maturity will also be applicable if any separately agreed bills of exchange or cheques are not drawn or honored in due time, or in case of a cessation of payments, or an application for opening of bankruptcy proceedings against the Customer or debt enforcement. If Supplier's claims are reduced to a quota in insolvency proceedings, the Customer shall not be entitled any more to claim any discounts or bonuses.
- 3.5 If the Customer has been in arrears for more than 30 days with an amount of at least 1/10 of the purchase price, the Supplier may take back the delivered item at Customer's expense, setting a reasonable deadline until payment of the amount payable to secure his claims, provided this is reasonable for the Customer (e.g. in case of delivered items which have only been stored, which have not yet been resold and which are not subject to any current use). The repossession must not be construed as a declaration of rescission by the Supplier. A right of retention on the part of the Customer is excluded in this case.
- 3.6 In the event of any justified doubts about the Customer's solvency or creditworthiness, which are indicated by the delay in payment in particular, the Supplier shall be entitled – without prejudice to other rights – to demand securities or advance payments for pending deliveries or services, to make all claims from the business relationship due for payment and to raise the defense of uncertainty within the meaning of § 321 of the German Civil Code. The Supplier shall further be entitled to withdraw from contract according to § 321 paragraph 2 in conjunction with § 323 of the German Civil Code.

## 4. Time of Delivery

- 4.1 Delivery periods and dates are subject to change unless a specific delivery date has been agreed.
- 4.2 Compliance with specific delivery dates and times shall be subject to correct and timely delivery by pre-suppliers and manufacturers to the Supplier itself. Impending delays shall be communicated by the Supplier as early as possible. The delivery period is kept, if the delivery item has been made available for the carrier before the expiry of the delivery period. The time of delivery shall be reasonably extended in the event of any actions in connection with labor disputes as well as on the occurrence of any unforeseen obstacles (e.g. interruption or disruption of business operations, embargoes, unavailability of transport, measures taken by Public Authorities) and in case of circumstances of a force majeure nature which are beyond the Supplier's control, provided that such obstacles are demonstrably of significant influence on the completion or delivery of the delivery item. The Supplier shall notify the Customer of the beginning and end of any such circumstances as soon as possible.
- 4.3 Compliance with a time or period of delivery requires the timely performance of contract by the Customer, e.g. in respect of any agreed down payment or the provision of any agreed security for payment.
- 4.4 The Customer may cancel the contract without notice if the Supplier is definitely unable to perform the entire delivery or service before the transfer of risk. The Customer may likewise cancel the contract, if the performance of a part of its order becomes finally impossible and the Customer has a justified interest in rejecting partial delivery. Otherwise, the Customer shall be committed to pay the purchase price attributable to that partial delivery. In all other respects, paragraph 9.2 of these Terms and Conditions shall apply.
- 4.5 Should the Supplier fall into arrears and the Customer suffers damage as a result thereof, he shall be entitled to claim a flat-rate compensation for delay. This rate shall be 0.5% for each week of delay, though altogether not more than 5% of the value of that part of the complete delivery, which cannot be used in good time or in the contractual manner due to the delay.
- If, after the due date for delivery, the Customer sets the Supplier a reasonable grace period for performance – taking into account the exceptions as provided by law – and the Supplier fails to perform within that period, the Customer shall be entitled to cancel the contract subject to the provisions of law. On request of the Supplier, the Customer undertakes to declare within a reasonable period, whether to exercise the right to cancel the contract. All other claims in respect of a delay in delivery shall be governed by paragraph 9.2 of these Terms and Conditions exclusively.
- 4.6 If dispatch is delayed upon the Customer's request, costs arising from storage at the Supplier's works shall be charged to the Customer starting one month after notification of readiness for dispatch. The storage costs amount to at least 0.5% of the invoice amount for each month unless the Customer proves lower costs for the storage.
- 4.7 In the case of paragraph 4.6, the Supplier shall be entitled, after fruitless expiry of an appropriate grace period set, to reassign the delivery item and supply the Customer within a reasonably extended period.

## 5. Transfer of Risk and Acceptance of Delivery

- 5.1 Unless expressly agreed otherwise, the risk shall pass to the Purchaser according to FCA Incoterms® 2020. This shall also apply, if partial deliveries are made or the Supplier has accepted other obligations, concerning for instance shipping expenses, transport and installation. Should shipment be delayed as a result of circumstances for which the Supplier is not responsible, the risk shall pass to the Customer at Supplier's notification of readiness for dispatch.
- 5.2 The Supplier is not entitled to refuse acceptance of delivery on the grounds of a non-significant defect.
- 5.4 The Supplier shall have the right to make partial deliveries, if acceptable for the Customer.

## 6. Supplier's Right of Rescission of Contract

- The Supplier shall be entitled to rescind the contract if, after its conclusion, any circumstances having a substantial effect on the execution of the contract have developed without the Supplier's possibility to take influence on these in a way that the Supplier's performance becomes impossible or unreasonably difficult, (e.g. a failure of delivery beyond the Supplier's responsibility but due to pre-supplier's fault, or the possibility to deliver only under very difficult conditions). The Supplier shall likewise be entitled to rescind the contract if the Customer substantially breaches its contractual obligations, in particular in regard of duties of care for handling delivery items supplied under reservation of title. Other rights shall be remain unaffected thereby. In all other respects, the Supplier's right of rescission shall be governed by the statutory provisions.

## 7. Reservation of Title

- 7.1 The Supplier reserves title to all items of delivery until all claims, including future or conditional ones, of the Supplier against the Customer arising from the business relationship between them, including interest and costs, have been settled. This shall likewise apply if any or all claims of the Supplier are placed on current account and a balance is drawn and recognized. The Supplier shall be entitled, during the normal business hours, to inspect and record the items of delivery supplied under reservation of title and not yet paid for in full by the Customer during the normal business opening hours at the Customer's plant.
- 7.2 In case of any conduct in breach of contract by the Customer, especially in case of a delay in payment, the Supplier shall be entitled to take back the items in question after issuing a reminder and the Customer shall be obliged to surrender them. The Supplier is only in a position to reclaim the items based on the reservation of title, if he has withdrawn from the contract.
- 7.3 The Customer may neither pledge the item of delivery that has been supplied under reservation of title nor assign it by way of security. In case of attachment or other such interference by third parties, the Customer shall be committed to notify the Supplier without any delay. The reservation of title shall not be lifted by payment of third parties, and in particular not by payments of endorsers. To this extent, the rights of the Supplier shall pass to the payer. The Customer shall be committed to insure the item of delivery adequately against fire, burglary, theft and water damage. Insurance claims are hereby already assigned to the Supplier to an amount equivalent to the value of the goods. The Supplier accepts this assignment.
- 7.4 The Customer shall be entitled to resell the item of delivery subject to reservation of title in the normal course of business and on terms and conditions that are in accordance with these Terms and Conditions of Sale. If the Customer is in financial difficulties or failed to settle the debts vis-à-vis the Supplier, however, the Customer may transfer the delivered items only with the explicit consent of the Supplier exclusively. Transferring a delivered item subject to reservation of title without such consent shall be ineffective in terms of property law unless such consent is subsequently approved.
- 7.5 The Customer hereby assigns to the Supplier all claims and counter-performances accruing from the sale or on the basis of any other legal grounds in respect of delivery items supplied under reservation of title. The Customer shall, notwithstanding such assignment, remain entitled to collect accounts receivable, but the Supplier shall be entitled to collect accounts receivable directly from the Customer. The Supplier will avoid doing so, as long as the Customer meets its obligations duty. The Supplier may demand that the Customer provides

the information on all claims that have been assigned, on the persons or parties by whom they are owed and on the documents required for collection and hand-over of the accounts receivable. Such third-party debtors shall also, on Supplier's request, be informed of the assignment (in form of disclosing the assignment). If the item of delivery subject to reservation of title is resold by the Customer together with other goods not owned by the Supplier, the claim shall be assigned to the Supplier according to the amount of the delivery price agreed between the Supplier and the Customer.

- 7.6 The processing of delivered items subject to reservation of title shall always be carried out by the Customer on the Supplier's behalf. If such an item of delivery is combined with any other items not owned by the Supplier, the Supplier shall acquire co-ownership of the newly processed item in the ratio to the value of the goods subject to reservation of title.
- 7.7 The Supplier undertakes to release securities he is entitled to, if their value exceeds more than 20% the value of the outstanding claims secured thereby.
- 7.8 Notwithstanding any grant of reservation of title, the Customer shall nevertheless bear the risk of loss or deterioration of the delivered items.
- 7.9 If in case of export deliveries the establishment or safeguarding of the reservation of title requires certain measures in the importing country, the Customer must notify the Supplier accordingly and carry out such measures at its own cost. If the law of the importing country does not permit retention of title, but enables the Supplier to reserve other property rights to the delivered item, the Supplier may exercise all rights of this kind. Insofar as the Supplier does not achieve to establish equivalent securities for its claims by these means, the Customer is obligated to provide the Supplier with other securities for the delivered items or other collaterals at the Customer's own cost.

## 8. Claims for defects

The Supplier is liable for material defects and legal defects of title to the exclusion of all other claims but without prejudice to paragraph 9 of these Terms and Conditions, as follows:

### Material defects:

- 8.1 All delivery items or parts thereof which prove defective as a result of a circumstance that occurred before the transfer of risk will be repaired or replaced free of charge at Supplier's preference. The Supplier must be notified of any such defects immediately upon its discovery.
- 8.2 Upon previous agreement with the Supplier, the Customer shall grant to the Supplier the necessary time and opportunity to perform all repairs or replacements the Supplier deems necessary. Insofar the Customer is a member of the CLAAS' sales and distribution network, the Customer will perform any repair or replacement using its own personnel in accordance with the Supplier's applicable warranty guidelines and instructions. Should the Customer fail to do so, the Supplier shall be exempt from liability for any resulting consequences. If the claim for defects proves to be justified, the Supplier shall bear the reasonable amount of costs incurred for the subsequent performance, as long as this does not result in a disproportionate burden on the Supplier. This includes for example the costs incurred by the repair of defects or replacement, the costs of the replacement part including the costs of the delivery to the respective contractual country of destination of the delivery item, as well as the reasonable costs of installation and removal or repair, including reasonable travelling expenses within the respective contractual country of destination in case of rectification outside the workshop of the Customer, unless otherwise agreed; and furthermore, the costs of any necessary provision of the Supplier's own specialists, if this is reasonable in the light of the circumstances of the individual case. Insofar as a mandatory legal obligation for recourse within the supply chain exists, the Supplier shall reimburse any justified expenses incurred by the Customer at the retail sale of newly manufactured delivery items proving defective. Any replaced parts shall become the property of the Customer.
- 8.3 The Customer shall be entitled, within the provisions of the applicable law, to cancel the contract if the Supplier, while taking due account of the exceptions allowed by law, fails to comply within a reasonable grace period allowed for repair or replacement of the material defect. In case of only minor defects, the Customer shall only have the right to claim a reduction in the purchase price. Otherwise, the right to reduce the purchase price shall be excluded.
- 8.4 In case of defects to essential products bought in from third parties and used by the Supplier in the delivery item, the Supplier shall be entitled to refer the Customer initially to the service organization of the manufacturer of such item in respect of claims for repair or replacement, without thus implying any limitation in Supplier's own liability.
- 8.5 Supplier shall not assume any warranty nor liability for defects caused by natural wear and tear, as well as by unsuitable or improper use, modifications or repairs not approved by the Supplier, faulty fitting or commissioning by the Customer or third parties, failure to comply with operating and maintenance instructions, use of unsuitable operating materials or spare parts which are not equivalent to original CLAAS spare parts, or biological, chemical, electrochemical or electrical influences and for which the Supplier is not responsible.
- 8.6 Further claims shall be governed exclusively by paragraph 9.2 of these General Terms and Conditions.

### Legal defects:

- 8.8 If the use of the delivery item provokes an infringement of industrial property rights or copyrights in the country of destination, the Supplier shall at its own expense basically provide the Customer with the right for the continued use of the delivery item or to modify it in a way acceptable for the Customer, to the effect that the infringement of industrial property rights or copyright does no longer persists. If this is not possible at economically reasonable conditions or within an appropriate period, the Customer shall be entitled to cancel the contract. The Supplier shall likewise be entitled to cancel the contract under the same circumstances. Moreover, the Supplier shall keep the Customer harmless 'inter partes' (within parties' internal relationship) from any uncontested or legally valid claim of the affected owners of industrial property rights or copyright.
- 8.9 The Supplier's obligations outlined in paragraph 8.8 of these Terms and Conditions shall be deemed as final provisions in case of any infringement of industrial property rights or copyright, subject to paragraph 9.2 of these Terms and Conditions. They shall only be applicable if
- a) the Customer advises the Supplier immediately of any claims asserted for industrial property rights or copyright;
  - b) the Customer supports the Supplier appropriately in defending the claims asserted and allows the Supplier to carry out necessary modifications according to paragraph 8.8.
  - c) all defensive measures including extrajudicial settlements remain reserved to the Supplier
  - d) the defect of title is not based on an instruction by the Customer and
  - e) the infringement has not been caused by the fact that the Customer has modified the delivery item arbitrarily without Supplier's consent or has used it in a manner non-compliant to the contract.

## 9. Liability

- 9.1 If the delivery item cannot be used by the Customer in accordance with the contract as a result of suggestions or advice culpably omitted or incorrectly provided by the Supplier before or after the conclusion of the contract, or as a result of the culpable breach of other secondary contractual obligations - in particular instructions for the operation and maintenance of the delivery item - the provisions of clauses 8 and 9.2 shall apply to the exclusion of further claims by the Customer.
- 9.2 For damage not occurring to the delivery item itself, the Supplier shall be liable, for whatever legal grounds, only
- a) in the event of willful intent or gross negligence
  - b) in the event of culpable injury to life, body or health;
  - c) in case of any defects which the Supplier has fraudulently concealed,
  - d) as part of a specific guarantee;
  - e) in the event of defects in the delivery item to the extent liability exists under the Product Liability laws for personal injury or property damage to privately utilized items. In the event of a culpable breach of essential contractual obligations, which in the first place permit due and proper performance thereof and where compliance therewith is regularly trusted by a customer („Kardinalpflichten“), the Supplier shall also be liable for negligence; but limited to contractually typical, reasonably foreseeable damage. All other claims shall be barred.

## 10. Limitation

Claims for defects of new delivery items asserted by the Customer shall become statute-barred within 12 months after delivery of the item by the Customer to its retail Customer, but within 15 months after delivery from Supplier to the Customer at the latest; in the absence of a sale of consumer goods, this shall also apply to the statute of limitations for recourse claims in the supply chain in accordance with § 445b paragraph 1 BGB (German Civil Code). The suspension of the statute of limitations under § 445b paragraph 2 BGB remains unaffected. Claims for indemnification pursuant to clause 9.2 a) - c) and d) of these Terms and Conditions shall be subject to the statutory terms. All other claims of the Customer shall become statute-barred within 12 months.

## 11. Export Restrictions (Sanctions against Russia)

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 clause 11.1 means that the Customer shall undertake its best efforts to ensure that the purpose of clause 11.1 is not violated by any third party further down the commercial chain, including by possible resellers.

11.3 Any violation of clause 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.

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

## 12. Use of Software

If software is included in the scope of delivery, the Customer shall be granted a non-exclusive right to use the software including the documentation supplied in connection with the relevant item of delivery, on the terms and conditions outlined as follows, or to permit such use on part of its retail Customer. The software is provided for use on the delivery item intended for this purpose; use of the software on more than one system is prohibited. The Customer may copy, modify, translate the software or reverse-engineer the software from the object code to the source code only to the extent permitted by law (Paragraph 69a et seq. UrhG [German Copyright Act]). The Customer undertakes not to remove or alter any manufacturer information or instructions, in particular copyright notices. All other rights to the software and documentation including any copies shall remain with the Supplier or the software supplier. The Customer shall also impose corresponding obligations on its retail customer of the delivery item.

## 13. Data Protection

Unless otherwise agreed between the Parties, the following shall apply:

The Supplier processes data which it receives from the Customer, in connection with the distribution for the following purposes: determination of facts and procedures for internal administrative purposes, for the purpose of preparing internal analyses and reports, distribution control, performance monitoring, control and optimisation of business processes, planning and implementation of procurement and logistics processes, accounting of sales premiums and sales aids. Insofar as the Customer transfers personal data the Supplier, the Customer shall be obliged to carefully check that only such personal data is transferred that the Supplier is permitted to process for these purposes.

The Customer shall be obliged to indemnify the Supplier from any damage resulting from the fact that the Customer violates its obligation under clause 13.1. This claim for indemnification shall also include fines imposed by supervisory authorities in this context.

**14. Place of Performance and Legal Venue**

- 14.1 The place of performance shall be the registered corporate domicile of the Supplier. The contractual relationship between the Parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the application of the reference provisions of German private international law (rules of conflict of laws) and the United Nations Convention on the International Sale of Goods of 11<sup>th</sup> of April 1980.
- 14.2 The court being competent for the registered corporate domicile of the Supplier shall be the exclusive place of jurisdiction for all claims arising from the business relationship with merchants. This venue shall likewise be competent in all proceedings on bills of exchange, cheque and other proceedings restricted to documentary evidence which are related to the delivery and / or performance or service provided. However, the Supplier shall be entitled to file an action at the competent court for the Customer's place of business as well. If the registered corporate domicile of the Customer is located outside the Federal Republic of Germany, the Supplier as the claimant shall furthermore be entitled to appeal to a court of arbitration, which shall finally settle under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration procedure shall be English. The venue of arbitration shall be Düsseldorf, Germany.