

General Terms and Conditions of Sale and Delivery

I. General provisions

1. These terms and conditions of sale and delivery shall apply to all our offers and sales of machines, accessories and spare parts. Conflicting, different or supplementary terms and conditions of the purchaser (hereinafter referred to as "Purchaser") shall not be binding unless we have expressly agreed to their validity. This shall also apply if we make the delivery without reservation in the knowledge of the Purchaser's conditions.
2. These Terms and Conditions of Sale and Delivery shall apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.

II. Conclusion of contract

1. Our offers are subject to change. Likewise, technical descriptions and other details in offers, brochures and other information material subject to confirmation are only approximate and non-binding.
2. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties without our consent.

III. Prices and terms of payment

1. Prices are quoted in Euro, ex works Wipplingen (EXW according to Incoterms 2020), excluding packaging, postage and value assurance, plus the applicable value added tax.
2. If we have undertaken the installation, use or assembly and nothing to the contrary has been agreed, the customer shall bear all costs incurred.
3. Payments shall be made to us free of charge to the place of payment.
4. If, after conclusion of the contract, individual cost items increase for reasons for which we are not responsible and, taking into account all other cost items, the total costs of performance of the contract increase as a result, we shall be entitled to adjust the purchase price accordingly at our reasonable discretion. We shall inform the customer immediately of the price increase, stating the reasons. In the event of a price increase of more than 10%, the customer shall be entitled to withdraw from the contract. The withdrawal shall be declared immediately after receipt of the information about the price increase.
5. The customer may only offset such claims as are undisputed or have been established by a non-appealable court decision. This restriction does not apply to counterclaims of the customer due to defects or due to (partial) non-fulfilment of the contract, insofar as these claims result from the same contractual relationship as our claims.
6. Our invoices are payable within 30 days after receipt of the invoice without deduction of discount, unless otherwise agreed. In the event of non-compliance with payment deadlines, interest on arrears shall be charged at the statutory rate without a separate reminder being required. If payment is not made despite fixing a reasonable period of grace, we shall be entitled to make all previous unpaid claims due and payable at the same time and to make all possible later deliveries dependent on advance payment.
7. We may refuse delivery, even if the order confirmation has already been issued, if the financial circumstances of the customer deteriorate considerably after conclusion of the contract and the fulfilment of our claims for payment is thereby jeopardized. In this case we are entitled to demand an advance payment or a security deposit. If the customer does not comply with such a demand within a reasonable period of time set for him, we shall be entitled to withdraw from the contract.
8. Payments shall only be made directly to us. Commercial agents are not entitled to receive payments.

IV. Delivery and transfer of risk

1. Timely performance of the contract shall be conditional upon the customer's proper and timely fulfilment of its performance obligations.
2. Delivery shall be ex works Wipplingen (EXW according to Incoterms 2020). The transfer of risk shall be determined in accordance with the aforementioned provision. If we ship the goods at the request of the customer, we are entitled to choose the transport route and the mode of transport.
3. Delivery is subject to correct and timely delivery to us.
4. If we are prevented from delivering on time due to events for which we are not responsible, such as operational disruptions, strikes, lawful lockouts, natural disasters, official measures as well as epidemics or pandemics for which we are not responsible, we shall be entitled to postpone the delivery period by the duration of the hindrance as well as an appropriate start-up phase. In the case of epidemics and pandemics, this shall also apply if these had already occurred at the time of the conclusion of the contract, but the resulting concrete measures or circumstances which subsequently affect the contract were not known to us and did not have to be known to us. We shall inform the Purchaser immediately of the impediment and its expected duration. If the hindrance lasts for more than four months, each of the parties is entitled to withdraw from the contract. In this case, we shall immediately reimburse the customer for any payment already made.
5. If we are liable due to delay, our liability for damages caused by delay (damages in addition to performance) shall be limited to 5% of the net price of the goods delivered late, provided that we are not guilty of intent or gross negligence. Claims based on injury to body, life or health shall remain unaffected. Claims for damages in lieu of performance shall be governed by section VII.

V. Retention of title

1. We reserve title to the delivery item until receipt of all payments arising from the business relationship, including any refinancing or reverse bills of exchange.
2. We are entitled to insure the delivery item against theft, breakage, fire, water and other damage at the expense of the customer, unless the customer can prove that he has taken out the insurance himself.
3. The customer may neither pledge the delivery item nor assign it as security. In the event of seizure, confiscation or other dispositions by third parties, he shall notify us immediately.
4. In the event of a breach of the contract by the customer, in particular in the event of default in payment, we shall be entitled to withdraw from the contract under the statutory conditions and to subsequently take back the goods, and the customer shall be obliged to surrender the goods.
5. The customer is entitled to resell the delivery item in the ordinary course of business. However, the Purchaser already now assigns to us all claims in the amount of the invoice value of the reserved goods which accrue to the Purchaser from the resale against the customer or against third parties. The Purchaser is authorized to collect this claim even after the assignment as long as the Purchaser is in compliance with the contract and there is no inability to pay as cause of insolvency. Our authority to collect the claims ourselves remains unaffected by this; however, we undertake not to collect the claims as long as the customer duly fulfils his payment obligations towards us and there is no insolvency. Otherwise, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors.
6. If the assigned claim against the third-party debtor has been included in a current account, the respective balance claim - including the final balance - shall be assigned in the amount of the values applicable in the case of individual assignment.
7. In the event of processing or combination of goods subject to retention of title, also together with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of its

invoice value to the value of the new item at the time of processing or combination; in all other respects, the same shall apply to the new item as to the goods subject to retention of title.

8. We undertake to release the securities to which we are entitled insofar as their value exceeds the claims to be secured by more than 10%, insofar as these have not been settled.

VI. Liability for material defects

1. Since our products are used exclusively in companies in the agricultural or commercial sector, the warranty period for all contractual products is 12 months. Deviating from this, the statutory warranty period shall apply to claims for damages due to intent or gross negligence as well as due to culpable injury to body, health and life. The statutes of limitation in the event of supplier recourse pursuant to § 445b of the German Civil Code (BGB) as well as the provisions on suspension and recommencement of the statute of limitations shall remain unaffected.
2. Complaints about incomplete or incorrect deliveries must be notified to the Seller in writing without undue delay, but no later than 7 days after receipt of the delivery by the Buyer. Notifications received later shall be disregarded insofar as the defects or shortfalls are obvious or can be detected in the course of a proper inspection. Hidden defects shall be reported without undue delay after their discovery.
3. In the event of a notice of defect, payments by the customer may be withheld to an extent which is in reasonable proportion to the material defects which have occurred.
4. If the notice of defect is unjustified, we shall be entitled to demand reimbursement of the expenses incurred from the customer if it is evident to the customer that there was no defect.
5. We shall first be given the opportunity to remedy the defect within a reasonable period of time. We shall have the right to choose between subsequent delivery and subsequent improvement.
6. If the subsequent performance fails, is impossible or unreasonable or is refused by us, the customer may withdraw from the contract or reduce the remuneration.
7. Claims for defects shall not exist in the event of natural wear and tear or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials or as a result of particular external influences. If the Purchaser or third parties carry out improper modifications or repair work, there shall also be no claims for defects for these and the consequences arising therefrom.
8. Claims of the customer for expenses incurred in the course of supplementary performance, in particular transport, travel, labour and material costs, shall be excluded to the extent that expenses are increased because the subject-matter of the delivery has subsequently been brought to another location than the customer's branch office, unless such transfer is in accordance with the intended use of the subject-matter of the delivery.
9. The Purchaser's right of recourse against the Supplier pursuant to Sec. 478 BGB (German Civil Code) (Contractor's right of recourse) shall only exist to the extent that the Purchaser has not concluded an agreement with its customers exceeding the scope of the statutory provisions governing claims based on Defects.
10. Any further claims of the Purchaser against the Supplier and its agents or subcontractors based on a material defect shall be excluded.

VII. Liability

1. Subject to the following provisions, we shall only be liable in the event of intent or gross negligence or culpable breach of material contractual obligations. Material contractual obligations are those whose fulfilment is necessary for the achievement of the purpose of the contract and on whose compliance the customer regularly relies and may rely. Insofar as we are liable under this provision, our liability shall be limited to the foreseeable damage typical of the contract, insofar as we are not guilty of intent or gross negligence.

2. Liability for injury to life, limb or health as well as liability based on the assumption of a guarantee, on a fraudulently concealed defect and under the Product Liability Act shall remain unaffected.
3. Unless otherwise stipulated above, our liability is excluded, irrespective of the legal grounds.
4. The above limitations of liability shall apply mutatis mutandis if the customer asserts a claim for reimbursement of futile expenses instead of a claim for damages in lieu of performance.

VIII. Place of performance, place of jurisdiction and applicable law

1. The place of performance for the services to be rendered by both parties to the contract shall be Wipplingen (district of Emsland).
2. If the customer is a merchant, a legal entity under public law or a special fund under public law, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of the supplier. However, the Supplier shall also be entitled to bring an action at the Purchaser's place of business. If the Purchaser has its registered office in another state of the EU, the European Economic Area or Switzerland, this provision shall also apply if the Purchaser is an entrepreneur.

If the Purchaser has its registered office outside the EU, the European Economic Area or Switzerland, the following shall apply in derogation of the preceding paragraph:

All disputes arising out of or in connection with this contract or concerning its validity shall be finally settled in accordance with the Rules of Arbitration of the Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS) to the exclusion of the ordinary courts of law.

The arbitral tribunal shall consist of one arbitrator for an amount in dispute of up to EUR 100,000 and of three arbitrators for an amount in dispute of more than EUR 100,000.

The place of arbitration shall be Osnabrück. The language of the proceedings shall be German or English, as agreed by the parties.

IX. Binding force of the contract

Should individual provisions of this contract be or become invalid, this shall not affect the validity of the rest of the contract. Instead of the invalid provision, the corresponding statutory provisions shall apply.

State: November 2022