

General Terms and Conditions of Purchase of the companies in the CLAAS Group (03/2021), English

1. Area of Application/Order Placement

1.1. The legal relations between the supplier and the respective CLAAS company (CLAAS KGaA mbH or the following companies affiliated with CLAAS KGaA mbH according to § 18 of the German Stock Corporation Act (AktG)), hereinafter referred to as CLAAS, shall be based solely on these General Terms and Conditions of Purchase. Any amendments and additions to these General Terms and Conditions of Purchase shall be effected in writing for evidentiary purposes. Other General Terms and Conditions shall not apply, even if they are not expressly rejected in an individual case.

1.2. The delivery item and the delivery conditions, including prices, shall be defined by means of so-called contracts. Contracts shall be issued on CLAAS forms that have been duly signed. These forms shall be countersigned by the supplier and returned to CLAAS. This provision shall also apply to amendments. The delivery item shall be specified by the CLAAS material number shown in the contract, as well as by the documentation prepared for this purpose.

1.3. Binding quantities and dates for deliveries shall only come about through the delivery schedules prepared by CLAAS or through call-off orders if the supplier does not object to them within 7 days after receipt. In accordance with § 126 b of the German Civil Code (BGB), delivery schedules and call-off orders may be sent to the supplier in text form without a signature. This provision shall also apply to individual purchase orders (orders) outside the scope of application of contracts which may be issued up to a maximum order value stipulated each time by CLAAS with the waiver of the signature requirement. An individual purchase order shall be deemed to have been accepted by the supplier without the need for order confirmation if the supplier does not raise an objection as soon as the individual purchase order is received.

1.4. The order may not be transferred to third parties without the approval of CLAAS.

1.5. Product modifications and/or changes in the supplier's production, which lead to a change in the specification, drawings or quality standards, or which affect the operational safety and function of the CLAAS products in another way, shall only be permitted with the prior written approval of CLAAS.

2. Delivery and Performance Dates

2.1. Delivery shall be made on the dates shown in the delivery schedules, call-off orders or individual purchase orders. Due to series production at CLAAS, compliance with the dates shall be regarded as a material contractual obligation.

2.2. Unless a further delivery clause was agreed as "Delivery FCA" (Incoterms 2020), the supplier shall promptly make the goods available after taking account of the normal time for loading and dispatch, and shall report this to the agreed forwarding agent for collection.

3. Delay in Delivery

3.1. If the agreed delivery date is not met due to reasons for which the supplier is responsible, the supplier shall be obliged to pay CLAAS compensation for damage caused by the delay. Acceptance of delayed goods or services shall not imply the waiver of any further claims arising from the delay. Foreseeable delays in delivery shall be reported to CLAAS at an early stage.

3.2. If a product is delivered earlier than agreed, CLAAS may return it at the supplier's expense. If a product that was delivered early is not returned, it shall be stored by CLAAS at the supplier's expense and risk up until the agreed delivery date. If early deliveries are accepted, the due date of the purchase price shall be based on the agreed delivery date.

3.4. In the event of a delay in delivery – and after offsetting any additional compensation – a contractual penalty amounting to 0.5% for each commenced calendar week, but a maximum of 5% overall, shall become due on the value of the outstanding part of the goods or services. § 341 II of the German Civil Code shall also apply.

4. Payment Terms and Payment Periods

4.1. Payment shall be made after delivery and invoice receipt by means of bank transfer or a cheque within 14 days with deduction of 3% cash discount or within 30 days without deduction. If "Delivery FCA" (Incoterms 2020) was agreed, the date of loading of the goods plus the normal transport time to the plant shall be the decisive factor as regards payment.

4.2. In the event of defective delivery, CLAAS shall be entitled – irrespective of other rights – to withhold payment proportionately to the value until the contract has been duly performed.

4.3. In the case of continuous deliveries, CLAAS shall be entitled, even if a separate invoice is issued for every individual delivery, to summarise the payment each time at the end of a week without losing the claim to the agreed cash discount.

4.4. The invoice shall be sent to the CLAAS company receiving the delivery at least 14 days before the due date. The invoice shall show the number and date of the contract, the number and date of the order, the VAT registration number in the case of cross-border deliveries within the EU, the unloading point, the number and date of the delivery note, and the quantity of the invoiced goods. The invoice may only refer to a delivery note.

4.5. CLAAS shall be entitled to offset claims by the supplier against claims by the following affiliated CLAAS companies against the supplier. The supplier's claim may only be assigned to third parties with the written approval of CLAAS; approval may be refused for good cause. CLAAS shall reserve the right to make payments in the form of cheques, bills of exchange or acceptances with remuneration of the respective discount rate, but never more than 0.5% above the basic interest rate on the due date.

4.6. The supplier shall not be entitled to raise the defence of uncertainty according to § 321 of the German Civil Code.

5. State of the Art, REACH, Quality Assurance and Documentation Required

The supplier shall be obliged to comply with the state of art, the safety regulations, the "General Technical Delivery Specifications CLAAS Norm 05 0001" and the technical data required for his delivery. The supplier shall also be obliged to continuously check the quality of his products. In particular, for all products delivered to CLAAS, the supplier shall meet all requirements resulting from the REACH Regulation and shall implement corresponding measures. CLAAS' inspectors shall be entitled to check the quality of the material and/or the production process for the delivery items during working hours at the supplier's plant. First sampling shall be carried out in agreement with the regulations of the Association of the German Automotive Industry (VDA), as specified in the VDA publication series "Quality Control in the Automotive Industry", Volume II "Vendor Rating and First Sampling". With regard to the parts identified as safety-related in the technical documents, the supplier shall also show in special records when, how and by whom the delivery items were checked in relation to safety features and what results were obtained during the required quality tests. The test documents shall be kept for a period of 15 years and shall be sent to CLAAS at any time on request. The supplier shall obligate sub-suppliers to the same extent and within the scope permitted by law.

6. Extent of the Receiving Inspection, Notification of Defects

CLAAS shall restrict the incoming inspection to the ascertainment of compliance with the quantity and identity of the ordered products, and to the determination of transport and packaging damage. Any complaints arising during the incoming inspection shall be notified as soon as they are ascertained. The values determined by CLAAS during the receiving inspection shall apply to the unit numbers, dimensions, weights and quality of a delivery. Payment of the purchase price shall not represent acceptance of a defect-free delivery in accordance with the regulations. CLAAS shall also examine the supplied products in accordance with the conditions of proper business procedure accompanying production based on the quality regulations of CLAAS, especially the manual "Quality in the Procurement Process", and shall notify the supplier in writing of any defects that arise as soon as they are detected. The supplier shall waive objection to a delayed formal complaint in this respect.

7. Freight, Packaging, Insurance and Transfer of Risks

7.1. Unless otherwise agreed, deliveries shall be made FCA Incoterms 2020 and shall include the costs for appropriate and suitable packaging.

7.2. CLAAS is a self-insurer and therefore a waiver customer.

8. Customs and Export Requirements

8.1 The supplier shall be obliged to provide CLAAS in good time with evidence of the non-preferential origin of his products in the form of certificates of origin (for imported products) or individual/long-term supplier declarations (for goods that were produced in an EU member state). Sub-suppliers shall be subjected to equivalent obligations. The supplier shall provide written notification of any change to the originating status without delay.

8.2 The supplier shall be obliged to expressly refer to any dual-use feature of his products in the commercial documents provided to CLAAS in accordance with the Export Control List in Appendix I of the EC Dual-Use Regulation in the latest version.

8.3 The supplier shall also comply with additional international safety standards resulting from official requirements (AEO, C-TPAT, CSI programmes, etc., air freight safety) and shall provide evidence to this effect by presenting the corresponding certificates or safety declarations.

9. Liability for Defects

Unless otherwise shown below, the supplier shall be liable for material and legal defects in the delivery items according to legal regulations:

9.1. Material defects

If the supplier delivers defective goods, he shall first be given the opportunity for reperformance before the start of production (processing or installation) to carry out repair work or make a replacement delivery, unless reperformance is unacceptable to CLAAS. If the supplier is unable to do this within a reasonable period of time or does not do this immediately, CLAAS shall be entitled in very urgent cases, e.g. impending production stop, to personally repair the delivery item at the supplier's expense, have this work performed by a third party or withdraw from the contract and return the goods at the supplier's risk. Any resulting costs shall be paid by the supplier. If the same goods are repeatedly delivered in a defective condition, CLAAS shall be entitled to withdraw from the contract after sending a written warning relating to the unfulfilled scope of supply. On request, CLAAS shall immediately provide the supplier with the parts to be replaced by the latter at his expense.

9.2. Legal defects

The supplier shall be responsible for ensuring that industrial property rights of third parties (e.g. rights to work results) are not infringed. If use of the delivery item infringes industrial property rights of third parties, the supplier shall release CLAAS from all claims where there is culpability. On request, the supplier shall inform CLAAS about the use of published and unpublished own and licensed industrial property rights and applications for industrial property rights to the delivery item.

9.3. Limitation period

Claims arising from § 9.1 and § 9.2 shall become statute-barred after a period of 24 months from the delivery of the final product to the end customer, but at the latest after a period of 36 months from the date of delivery to CLAAS.

10. Supplier Regress

CLAAS shall be entitled to assert unlimited legal regress claims within a supply chain (supplier regress according to § 445a, § 445b and § 478 of the German Civil Code) in addition to defect claims. The claims shall be valid even if the defective goods were reprocessed by CLAAS or a third party, e.g. through incorporation in another product.

11. Liability

Unless otherwise agreed, the supplier shall be obliged to pay the following compensation for damage which CLAAS suffers directly or indirectly on account of a defective delivery, as a result of the infringement of official safety regulations or due to any other legal reasons for which the supplier is responsible:

Unless cases involving absolute liability are involved (e.g. product liability), the supplier shall only be liable if he was responsible for causing the damage. If a claim is asserted against CLAAS on grounds of strict liability by third parties, whose rights are not negotiable, the supplier shall release CLAAS in their internal relationship in so far as liability would also directly affect the supplier. § 254 of the German Civil Code shall apply analogously. The supplier shall be liable for measures designed by CLAAS to prevent damage (e.g. special inspections, recalls) if the damage based on this measure is attributable to the supplier. The supplier shall therefore be given the opportunity to examine the damage case. The supplier shall be responsible for complying with accident prevention regulations and/or the safety recommendations of technical associations, trade inspection authorities, etc.

12. Production means / provided materials / parts of production / means developed by CLAAS

Models, samples, dies, tools, gauges, drawings and the like, which the supplier receives from CLAAS or were produced by the supplier according to CLAAS' specifications and expense, as well as material and aids provided to the supplier free of charge for processing as part of an order shall remain the property of CLAAS and may not be passed on to third parties in any way without written approval, even after the contract has ended, or are transferred for use in another way or are utilised for third parties. These means of production shall be returned to CLAAS free of charge and in a perfect condition at the end of the contract. Means of production paid proportionately by CLAAS may be taken over by CLAAS at the current value of the supplier's share when delivery ends. Delivery items, which were developed by CLAAS (e.g. were produced based on a CLAAS specification or drawing) and/or bear the CLAAS trademark, may only be sold by the supplier to CLAAS; direct deliveries to CLAAS dealers or third parties shall be excluded in principle. The supplier shall also give an undertaking not to offer these parts in catalogues or other advertising or sales documents. If the supplier infringes the above-mentioned obligations, CLAAS shall be entitled to withdraw from the contract and request the return of the results obtained through the contractual infringement or demand compensation for the incurred damage. The supplier shall keep the material for CLAAS with the due care of a prudent businessman and shall be obliged to inform CLAAS without delay if pledges or other security measures could adversely affect the property of CLAAS. If the

supplied means of production show differences, e.g. between a sample and a drawing, CLAAS shall be obliged to refer to the differences before the start of production.

13. Non-Disclosure

The contracting parties shall be obliged to treat as business secrets all non-public commercial and technical information which becomes known to them through their business relationship. Drawings, models, templates, samples and similar items may not be transferred or made accessible to third parties. The supplier may not use the fact of business relations for advertising purposes or public relations without the approval of CLAAS. The same obligation shall be imposed on sub-suppliers.

14. Force Majeure

Force majeure, industrial disputes and other unforeseeable, unavoidable or serious events shall release the contracting parties from their obligations to perform for the duration of the disruption and to the extent of its effect. This provision shall apply even if these events occur at a time when the contracting party in question is in default. The contracting parties shall be obliged to provide the required information immediately within reasonable bounds and to adjust their obligations to the changed conditions in good faith.

15. Obligation to Supply Spare Parts

The supplier shall be obliged to fulfil orders for spare and wear parts for at least 10 years after the last delivery. The defect liability shown in § 9 shall apply to spare parts.

16. Place of Performance and Applicable Law

The place of performance shall be the respective registered office of the CLAAS company to which deliveries are made. The place of jurisdiction shall be the court responsible for the place of performance. However, CLAAS shall also be entitled to take legal action before the courts at the registered office of the supplier. German law shall apply. Application of the referral regulations under German international private law (conflict of laws provisions) and of the provisions of the United Nations Convention on the International Sale of Goods (CISG) dated 11 April 1980 shall be excluded.

CLAAS Kommanditgesellschaft auf Aktien mbH
(Plant 51)

CLAAS Selbstfahrende Erntemaschinen GmbH
(CSE, Plant 10/16)

CLAAS Global Sales GmbH (CGS, Plant 24)

CLAAS Vertriebsgesellschaft mbH (CVG, Plant 78)

Mühlenwinkel 1, 33428 Harsewinkel, Germany

For wagon loads, general cargo and express goods Harsewinkel-West/CLAAS siding
CLAAS Service & Parts GmbH (CSP, Plant 11)
Kranstrasse 40D, 59071 Hamm-Uentrop,
Germany

CLAAS Industrietechnik GmbH (CIT, Plant 30)
Halberstädter Strasse 15-19D, 33106
Paderborn, Germany

For wagon loads, general cargo and express goods Paderborn Main Station/CLAAS siding
CLAAS Hungaria Kft. (CLH, Plant 35) Dozsa Gy. u. 175200 Törökszentmiklos, Hungary
CLAAS Saulgau GmbH (CSLG, Plant 65),
Zeppelinstrasse 2 D, 88348 Bad Saulgau,
Germany

For wagon loads, general cargo and express goods Bad Saulgau/CLAAS siding
CLAAS E-Systems GmbH, Sommerkämpen 11 D, 49201 Dissen am Teutoburger Wald,
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