

Terms of Use

CLAAS Supplier Portal

CLAAS KGaA mbH
Mühlenwinkel 1
33428 Harsewinkel, Germany
- hereinafter referred to as CLAAS -

1. Scope, declarations of intent

1.1 The following Terms of Use apply to the CLAAS Supplier Portal, which is currently available at <https://supplier.claas.com/> (hereinafter referred to as "Supplier Portal"). These Terms of Use govern the rights and obligations of CLAAS and the User (hereinafter "User") when using the Supplier Portal. The User is the company for which the person representing that company requests access.

1.2 The legal relationship between the User of the Supplier Portal and CLAAS is governed by these Terms of Use. Deviating terms and conditions of the User shall not become part of the contract even if CLAAS does not contradict them again.

1.3 Declarations submitted via the Supplier Portal are legally binding. The natural persons designated by the User as having access rights are entitled to submit and receive declarations on behalf of the User. In which cases, when information is posted in the Supplier Portal, the User is notified of the post of information by e-mail, are described in the function description under para. 3. further described.

2. Registration, contact person

2.1 Access to the Supplier Portal is only possible after prior registration of the User. CLAAS has discretion to reject an application for registration. Access to the Supplier Portal requires a username and password (hereinafter "User ID"). There are 2 ways to register:

(1) The User applies for his registration online at <https://supplier.claas.com/portal/claas/register.php>. The features of the Supplier Portal are only partially available to the User (see paragraph 3). As part of the registration process, the User can freely choose the user ID in accordance with the specifications of CLAAS. If the application is rejected, access is blocked.

(2) If a creditor number has been created for the User, the Supplier Portal can be made available to the User with further functions (see paragraph 3). The prerequisite is that the User has submitted the registration application in writing in recognition of these Terms of Use. The User is assigned a user ID by CLAAS. When logging in first, the User must change the password.

The User can change the password at any time as part of the user administration.

2.2 The Supplier Portal is exclusively for use by companies. By registering, the User confirms that he is acting as such. The Supplier Portal is exclusively aimed for use by Affiliated Companies of CLAAS, as well as by companies that are supplier or wish to become supplier of CLAAS or Affiliated Companies of CLAAS. An Affiliated Company

is defined as any entity that directly or indirectly controls, is controlled by, or is under common control with CLAAS, and control for this purpose means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

2.3 The User must provide truthful information during registration. It must immediately notify any change to his data after registration, in particular a change in the person designated by the User as authorised person to get access to the Supplier Portal.

2.4 If, at the request of the User, further persons receive access rights whose rights are indirectly attributable to the User, they also act as the uUser's representative.

3. Subject of contract

The Supplier Portal is a platform accessible online that contains the following features (hereinafter referred to as "Features"), with some Features only provided if the User has been assigned a creditor number at CLAAS' discretion:

(1) Supplier relationship management:

To enter into a business relationship with CLAAS or its Affiliated Companies, every supplier must register in the Supplier Portal. The User is asked to create a company profile with the business data of the company he intends to register. The company profile is saved in the system of CLAAS. The User can update the profile at any time by adding additional data or by modifying or deleting existing data. Once a year, CLAAS will request profile updates.

(2) Procurement:

- Request for proposal (RFQ): Users are invited to participate in tenders and enter offers. The data entered are visible for CLAAS and its Affiliated Companies only, not for other potential suppliers. All RFQ-related business documents are available in the system, except for drawings that are provided in a separate portal. Communication to RFQs is done centrally in the system.
- Information Request (RFI): The RFI application provides questionnaires to gather specific information on suppliers or their production capacities.

(3) Quality management (only for vendor number):

- Complaint management: The exchange of 8D reports and the feature to remind agreed deadlines helps to improve error management between CLAAS and the User. Once an 8D report has been initiated, the User will be informed by email. He can edit the report in the system. An overview of the status of the reports is available for CLAAS and the User.
- Action Points: This module is used to exchange action points between CLAAS and its suppliers. The main function is to ensure the follow-up of actions resulting from supplier audits. Other action items can also be created to improve communication. The responsible person of the User is informed by email about new action points.
- PPAP / APQP: First sample examinations as well as development projects with the User can be tracked and controlled by mixed teams and by the User. All project members of CLAAS and the User can access the information and are notified of new tasks via email.

(4) Customs / Taxes (only for creditor number):

Entry Certificate: Within the European Union, the "Certificate of the entry of the object of an intra-Community supply into another EU Member State" is a mandatory requirement for any supplier in order to classify intra-Community supplies as exempt

from VAT. CLAAS SAP provides incoming goods information to the system that creates the certificate based on this information. The User can download these documents for his tax records and tax audits.

(5) Reporting (only for creditor number):

CLAAS has the option to provide automatically generated reports from SAP via the Supplier Portal to the User. Various types of reports may be provided, such as the monthly status of quality or logistics performance indicators (KPIs) or the result of the annual strategic supplier assessment.

(6) Direct access to other applications (for creditor number only):

Users can access the following applications through a Single Sign On solution:

- CDEX (platform for exchange of files/drawings);
- Norm Master (document management system for the management and delivery of technical regulations with access to all CLAAS factory standards and extended delivery information);
- Supplier Portal Logistics (platform to support the ordering processes for production material).

Further information on the individual applications, as well as any other separate terms of use of the individual applications, can be found in the respective application (e.g. "User Guide").

CLAAS reserves the right to make reasonable changes to the Supplier Portal, provided that this maintains the scope of services owed under the contract, is necessary to improve the Supplier Portal and/or takes account of technical developments. CLAAS will inform the User about this in good time.

4. Responsibility for unauthorised access

4.1 The User is obliged to treat the access data (username and password) for the Supplier Portal confidentially and not to pass it on to third parties.

4.2 The User must protect his user ID against unauthorised use by third parties. In the event of insufficient protection of the user ID, only the User is responsible for unauthorised access, in particular resulting data loss or damage to the CLAAS systems. Should the User make his user ID available to third parties, the behaviour of the third parties is imputed to him as his own behaviour.

4.3 If the User suspects that third parties are using his access without authorisation, he must inform CLAAS immediately. The responsibility for unauthorised access shall only cease if the User proves that he is not responsible for unauthorised access.

5. Use rights

5.1 The content in the Supplier Portal is subject to copyright restrictions and is only aimed at registered users. The information may not be reproduced or made publicly available without the consent of the disclosing party. Printing and storing for the purpose of entering into and/or executing a supplier relationship with CLAAS or CLAAS Affiliated Companies is permitted, but not for further purposes.

5.2 The disclosing party shall grant the recipient for the duration of the usage relationship for the purpose of establishing and/or executing a supplier relationship with CLAAS or CLAAS Affiliated Companies a non-exclusive and non-transferrable or sub-licensable right to use the data and information communicated to the User and to use the access to the data online.

6. Term of the usage relationship

6.1 CLAAS and the User may terminate the Agreement at any time without giving reasons with immediate effect. The termination shall be made in text form.

6.2 With the end of the usage relationship, the right of the User to use the Supplier Portal expires.

6.3 The data previously entered by the User during the usage relationship are initially further stored, even after the end of the usage relationship, as long as the User does not object to further data storage. In the event of an objection, CLAAS will delete the stored data immediately, otherwise one year after the end of the usage relationship. If retention obligations exist for CLAAS, the data will remain blocked.

7. Confidentiality

Information marked "confidential" or reasonably to be regarded as confidential information as well as business secrets (hereinafter "Confidential Information") may be used by the recipient only for the purpose of establishing and/or executing a supplier relationship. The recipient must protect the Confidential Information from access by third parties. However, Affiliated Companies, whereby the conduct of such Affiliated Companies is attributed to the recipient as its own. The obligation of confidentiality shall expire 5 years after the disclosure of the Confidential Information. Information shall not be regarded as confidential if they:

- are generally available or become generally available without unlawful acts on the part of the recipient;
- are already lawfully known to the recipient at the time of the surrender;
- were received by recipient from a third party without obligation of secrecy; or
- have previously been expressly excluded from these obligations in writing by the disclosing party.

All Confidential Information, except for those subject to statutory or regulatory retention obligations, shall be issued at the end of the contract at the request of the disclosing party or shall be verifiably destroyed at its option. Other confidentiality obligations arising from other agreements between the User and CLAAS or its Affiliated Companies remain unaffected.

8. Consent to data transfer and data matching

The User expressly agrees that a data matching with other data of the User, that CLAAS and/or an Affiliated Company of CLAAS have stored in the CLAAS internal database. Furthermore, the User agrees to the transfer of his data in relation to his registration from other CLAAS applications. This data transfer and matching is necessary in order to allow the single sign-on to function, since information about which CLAAS applications the User is already registered for can only be obtained by matching and transferring the data.

9. Data privacy

For more information on the processing of personal data by CLAAS, please refer to the privacy declaration for the website www.claas-supplier.net/en.

10. Defects, availability, information error

10.1 Any defects in the Supplier Portal will be checked by CLAAS after notification of the defect and will be rectified as soon as possible. The User is aware that he is not entitled to any further claims due to the free use of the Supplier Portal.

10.2 CLAAS strives to ensure that the Supplier Portal is always available. Claims for lack of availability or limited availability at the Supplier Portal are excluded altogether, unless CLAAS has fraudulently concealed a defect. The availability of the Supplier Portal can be temporarily restricted or delayed for technical reasons, e.g. due to necessary maintenance work on the servers, etc.

11. Liability of CLAAS

11.1 CLAAS shall be liable without limitation for intent and gross negligence.

11.2 CLAAS is only liable for slight negligence if an obligation is violated whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the User can regularly rely (essential contractual obligation). CLAAS' liability is then limited to contract-typical, reasonably foreseeable damages and expenses, with CLAAS not liable for indirect damages and consequential damages, in particular not for damages caused by business interruptions and for loss of profits.

11.3 CLAAS is further excluded from liability if the damage would not have occurred in case the data had been properly backed up. Furthermore, the liability in the event of data loss is limited to the typical restoration effort that would have occurred in case backups had been made regularly and in accordance with the risk.

11.4 The limitations of liability shall not apply in the event of injury to life, body or health or in the event of claims arising from the Product Liability Act. Liability for guarantees provided by CLAAS remains unaffected.

11.5 CLAAS assumes no liability for the content of websites of other providers for which links are available to them. The use of the links is solely the responsibility of the User.

12. Transfer to third parties

12.1 The User may not transfer the rights and obligations under this Agreement to third parties without the express written consent of CLAAS.

12.2 CLAAS is entitled to transfer the usage relationship or individual rights and obligations to an Affiliated Company. In this case, the User has an extraordinary right of termination, which must be exercised within one month of notification of the transfer.

13. General provisions

13.1 All disputes arising out of or in connection with this usage relationship are subject exclusively to the law of the Federal Republic of Germany excluding the International Conflict Rules (IPR) and the International Sale of Goods Law (UN Convention on Contracts for the International Sale of Goods Law of 11.04.1980).

13.2 The exclusive place of jurisdiction for all disputes arising from the business relationship with merchants is the registered office of CLAAS. CLAAS shall also be entitled to file suit at the User's place of jurisdiction. If the User is established outside the Federal Republic of Germany, CLAAS, as the plaintiff, is also entitled to appeal to an arbitration court which will give final judgement by one or more arbitrators appointed in accordance with the arbitration rules of the International Chamber of Commerce (ICC). The language of the proceedings is German for Users established

in Germany, Austria or Switzerland, for other Users English. The venue of the arbitration court is Bielefeld, Germany.

13.3. In the event of contradictions or discrepancies between the German and a non-German version, the German version of these Terms of Use shall prevail for Users established in Germany, Austria and Switzerland, for other Users English.

13.4 Should individual provisions of these Terms of Use be or become ineffective, or should a gap arise, the validity of this agreement shall not be affected by the remainder. In the place of the invalid provision or the gap that needs to be filled, CLAAS and the User will agree on a regulation that comes closest to what CLAAS and the User wanted or, had they considered the point, would have wanted.

13.5 CLAAS is entitled to amend and/or supplement these Terms of Use unilaterally with effect for the future, insofar as this is necessary to safeguard CLAAS' legitimate interests, in particular in the event of the introduction of new functions of the Supplier Portal, and the User is not unreasonably affected. The User will be notified of the intended changes or additions in advance with a reasonable period of time before these Terms of Use will be amended. If the User does not object to the validity of the new Terms of Use within eight (8) weeks of the notification (the "Objection Period"), the amended Terms of Use shall be deemed to have been accepted by the User. CLAAS will indicate in its notification the right of objection and the significance of the Objection Period. In the event of an objection, the User may continue to use the Supplier Portal in accordance with the previous version of the Terms of Use, however, CLAAS may terminate the usage relationship in this case.