

## CLAAS General Terms and Conditions of Purchase

1. **Area of Application / Offer, Contracting, Order Placement**
  - 1.1. Any sales and purchase-, work and service contract concluded between CLAAS HUNGÁRIA Kft. (seat: HU-5200 Törökszentmiklós, Korbájn utca 1.; company registration number: 16-09-004318; hereinafter referred to as "CLAAS") and its business partners (hereinafter referred to as "Supplier"), shall be based solely on these General Terms and Conditions of Purchase (hereinafter referred to as "GTCP"). These GTCP also apply to the contracts concluded with those affiliated companies of CLAAS, which are listed after the main text of the GTCP.
  - 1.2. Any amendments and additions to these GTCP shall be effected in writing.
  - 1.3. These GTCP shall exclusively govern the contract between the parties, even if CLAAS accepts the performance of Supplier or pays it being in fully aware of Supplier's contrary or differing terms and conditions. **Supplier's general terms and conditions differing from these GTCP shall not apply, even if they are not expressly rejected in an individual case, unless CLAAS has given its written consent thereto.**
  - 1.4. **Any usage, practice or agreement previously established between the parties, and any usage or practice widely known in the particular business sector, does not become the part of the contract. The Supplier declares that it has read and expressly accepts the provisions of these GTCP in bold.**
  - 1.5. The Supplier's offer is free of charge, unless otherwise specified in the request for proposal. The offer shall be binding within the term specified in the request for proposal or in the offer itself. If no such term is indicated, the offer shall be binding for 6 months from the date of the offer. **The Supplier's offer is legally qualified as a request for proposal, an invitatio ad offerendum.**
  - 1.6. **The parties expressly exclude the application of the provisions of Sec. 6:74 et seq. on conclusion of contract in a competitive selection process of Act V of 2013 on the Civil Code (hereinafter referred to as "HCC").**
  - 1.7. In case of any conflict, the provisions of the framework/individual contract or the purchase order prevail over the provisions of these GTCP.
  - 1.8. Parties might conclude a framework or an individual contract on the delivery of goods or performance of works/services, alternatively CLAAS issues only a purchase order based on these GTCP. The delivery item/subject of services and the delivery conditions, including prices, shall be defined by means of the framework/individual contracts, or the purchase order. The contract is concluded in that point of time when the Supplier accepts the framework or the individual contract, by signing and sending it back upfront as scanned copy and then the original per post to CLAAS.
  - 1.9. Binding obligation for specific services or deliveries shall only come about through the individual contract, the delivery schedules, individual purchase orders prepared by CLAAS or through call-off orders. The purchase order or call-off shall specify the quantity to be supplied and the date of the service/delivery. An individual purchase order or call-off shall be deemed to have been accepted by the Supplier without the need for order confirmation, if the Supplier does not raise an objection immediately as soon as the individual purchase order, call-off is received.
  - 1.10. The purchase order and call-off orders may be sent to the Supplier in text form without a signature and shall be issued within CLAAS SAP.
  - 1.11. All product specifications are defined in the framework or individual contract or the relevant purchase order – including, but not limited to CLAAS material number and related documentation, design, suitability, format, function or processing, designated raw material supplier, names, dimensions, tolerances, raw materials, quantities, pricing, serial number and delivery date.
  - 1.12. Product modifications and/or changes in the Supplier's production, which lead to a change in the specification, drawings/designs 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. **Price**
  - 2.1. The prices set by the Supplier are fixed prices, which include the consideration for all of the Supplier's contractual obligations and, unless otherwise agreed in writing, all costs associated with the contractual performance, including all taxes and fees, and inter alia the transport, packaging, insurance, loading and unloading, installation, training, licensing fees and customs clearance. The Supplier shall not be entitled to request a price increase subsequently, even the occurrence of circumstances not foreseen at the time of the conclusion of the framework or individual contract or at the time of the order confirmation, such as exchange rate fluctuations, increase of energy costs. In such cases, the provision on force majeure of these GTCP shall apply; see Clause 14.
  - 2.2. Supplier shall only be entitled to an additional fee for extra work (pótmunka) and the costs incurred in connection therewith if CLAAS has given its prior written consent to the extra work. No additional remuneration shall be paid for additional work (többletmunka), regardless of whether or not the additional work was foreseeable at the time of the conclusion of the contract.
3. **Delivery and Performance Dates**
  - 3.1. Delivery shall be made on the dates shown in the delivery schedules, call-off orders or individual contracts or purchase orders. Due to series production at CLAAS, compliance with the dates shall be regarded as a material contractual obligation, thus all delivery dates are binding and **fixed** unless otherwise agreed by the parties. Failure to meet the delivery date or period shall qualify as the delayed performance without any further notice.
  - 3.2. Unless a further delivery clause was agreed, the parties agree on "Delivery DDP" (Incoterms 2020). If the parties agree on "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 and give this to the agreed forwarding agent/carrier for collection.
4. **Delay in Delivery**
  - 4.1. If the agreed delivery date is not met due to reasons belonging to Supplier's sphere of control, 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, e.g. agreed contractual penalty. Foreseeable delays in delivery shall be reported in writing to CLAAS without delay.

4.2. **In the event of a delay in delivery – and after offsetting any additional compensation – a contractual penalty amounting to 0.5% for each day of delay, but a maximum of 5% overall, shall become due on the value of the goods or services. The Supplier shall also be obliged to pay the amount even if CLAAS accepts performance without reservation. This payment shall not release the Supplier from the performance of its other contractual obligations, but shall be set off against the amount of any compensation.**

4.3. 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. Partial performance of the delivery/service is only permitted with the express consent of CLAAS. Neither in the case of early nor in the case of partial performance **shall the Supplier be entitled to claim instalment or early payment from CLAAS.**

#### 5. **Payment Terms and Payment Periods**

5.1. Payment shall be made by CLAAS after delivery and invoice receipt by means of bank transfer within 14 days with deduction of 3% 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 receipt of goods.

5.2. **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.**

5.3. CLAAS shall also be entitled to offset any claims arising from late or early delivery of the products, or from delivery arising from different quantity, such as claims for indemnification, contractual penalty, fine, compensation, expense, cost, as well as to withhold payment to the extent thereof.

5.4. **Supplier may only offset claims that are not disputed or have been finally adjudicated.**

5.5. In the case of continuous deliveries, CLAAS shall be entitled to summarise the payment each time at the end of a week. The 30-day payment period starts at the end of the week for the entire weekly delivery, even if a separate invoice is issued for every individual delivery.

5.6. The invoice shall be sent to CLAAS at least 14 days before the due date. In addition to the statutory obligations, the invoice shall show the number and date of the framework/individual contract, the number of the order (PO) or call-off order, the EU 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.

5.7. CLAAS shall be entitled to offset claims by the Supplier against claims by the affiliated companies of CLAAS, which are listed after the main text of the GTCP, against the Supplier.

#### 6. **State of the Art, REACH, Quality Assurance and Documentation Required**

6.1. During the design and manufacturing of the products, 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.

6.2. With regard to the parts identified as safety relevant 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.

6.3. 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.

6.4. For all products delivered to CLAAS, the Supplier shall meet all requirements resulting from the REACH Regulation and shall implement corresponding measures.

6.5. The Supplier shall provide its services with suitably qualified staff, to the highest standards recognised and accepted in the profession, and with sufficient capacity.

#### 7. **Extent of the Receiving Inspection, Notification of Defects**

7.1. CLAAS is not obliged to incoming goods inspection beyond due care as set out below. **Upon receipt of the goods, CLAAS inspects whether the delivery complies with the delivery note as to identity and amount of the delivered goods. CLAAS shall also inspect whether there are any external transport damages visible on the packaging (limited incoming inspection).** CLAAS shall notify the Supplier **within 10 business days** of any defects and deficiencies arising during such limited incoming inspection or in the normal course of its operations. **The parties agree that the 10 business day period shall comply with the provisions on requirement of no delay of the Sec. 6:127. para (1) of HCC.** The Supplier shall waive objection to CLAAS in connection with its business obligation to inspect the goods and report defects in this respect. Payment of the purchase price or acceptance of the concerned goods before the defects are discovered shall not represent acceptance of a defect-free delivery and shall not relieve Supplier of its obligations under the warranty.

7.2. The values determined by CLAAS during the limited incoming inspection shall apply to the unit numbers, dimensions, weights and quality of a delivery.

#### 8. **Freight, Packaging, Insurance and Transfer of Risks**

8.1. Unless otherwise agreed, deliveries shall be made "Delivery DDP" (Incoterms 2020) and shall include the costs for appropriate and suitable packaging. Supplier declares and ensures that the packaging of the goods complies with the applicable legal regulations. Supplier shall pack the goods, organise the delivery and prepare the necessary documentation in accordance with CLAAS' instructions, as well as shall ensure that the goods are not damaged during the delivery and are not subject to seizure by customs authorities.

8.2. **If the Supplier requests to return the packaging for the consignment, or is entitled thereto, this shall be clearly indicated in the delivery documents. The Supplier is also obliged to indicate if the packaging is classified as dangerous material and requires special treatment. Otherwise CLAAS handles the packaging and is entitled to request the costs of removing the packaging as waste from Supplier.**

8.3. Ownership is transferred to CLAAS upon the receipt, with the proviso that the parties do not exclude the possibility of preceding acquisition of ownership by title in rem. In case of partial performance/performance by milestones, CLAAS shall acquire ownership upon receipt of the (partial)performance for each milestone. **However, the incoming defects inspection and the transfer of risk shall only occur upon the final take-over of the complete performance. CLAAS does not accept the Supplier's retention of title.**

## 9. Customs and Export Requirements

9.1. 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). The Supplier shall provide written notification of any change to the originating status without delay.

9.2. 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.

9.3. 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.

## 10. Warranty, Liability

Unless otherwise shown in this Clause 10, the Supplier's liability under the warranty and warranty in title of the delivered goods and provided services shall be governed by legal regulations:

### 10.1. Warranty

If the Supplier delivers defective goods or provides defective services, he shall first be given the opportunity for reperformance before the start of production (processing or installation) by CLAAS to carry out repair work or make a replacement. **In an emergency situation when, due to the urgency of the matter, it is not possible to notify the Supplier of the defect and the expected demand or to set a deadline for the Supplier to repair the defect, CLAAS shall be entitled to personally repair the defect or have this work performed by a third party at the Supplier's expense. If the Supplier does not immediately begin to repair the defect or cannot ensure contractual performance, CLAAS shall be entitled to personally take the necessary measures or have this performed by a third party at the Supplier's expense.** If the same goods or services are repeatedly delivered/provided in a defective condition, CLAAS shall be entitled to withdraw from the contract without requesting a repeated repair or replacement. The Supplier shall bear the costs of any

dispatch and possible delivery incurred to correct the defect.

**In the event of a sale and purchase, CLAAS is entitled to return the consignment containing defective products in whole.**

### 10.2. Warranty in title

The Supplier shall be responsible for ensuring that the copyright and industrial property rights of third parties are not infringed. If use of the delivery item or service by CLAAS infringes copyright or industrial property rights of third parties, the Supplier shall release CLAAS from all claims of third parties. The Supplier shall inform CLAAS about the copyright and industrial property rights to the delivery item or service.

### 10.3. Commercial guarantee

**The price includes a 12-month commercial guarantee from the date of the handover-takeover.** The service provider guarantees that its performance is contractual.

### 10.4. Limitation period

CLAAS's claims arising from Clause 10.1 and 10.2 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.

## 11. Liability

11.1. The Supplier shall be obliged to pay compensation for damage of CLAAS and to hold CLAAS harmless from any claims for damages by third parties arising from the Supplier's non-contractual performance. In this respect, it is irrelevant whether the damage was foreseeable and whether CLAAS' warranty claim for repair and replacement is statute-barred pursuant to Clause 10.4. **The Supplier may not invoke that CLAAS's claim is time barred because of expired limitation period, if CLAAS's customer within the supply chain asserts a claim for damages against CLAAS and the defect causing the damage is attributable to Supplier.**

11.2. **If a claim is asserted against CLAAS on grounds of mandatory, strict liability (e.g. product liability) by third parties, the Supplier shall hold CLAAS harmless after first demand to the extent as Supplier would be directly liable – provided that the defect causing the damage to the third party is attributable to Supplier. The limitation period for these claims shall commence when the third party asserts a claim.**

11.3. **The Supplier shall be liable for costs of measures due to the non-contractual performance of Supplier under the Market Surveillance Act (Act No. LXXXVIII of 2012) which are taken by CLAAS to prevent damage (e.g. recalls or withdrawal from the market), if the threatening damage based on this measure is attributable to the Supplier.** CLAAS shall cooperate with the Supplier in the examination of the damage and the Supplier shall be given the opportunity to examine the damage case.

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

12.1. 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 used without the prior consent of CLAAS. The production equipment may not be passed on to third parties in any way without written approval of CLAAS, 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. 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 and qualifies as material breach of the contract. 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 obligations as per this Clause 12, CLAAS shall be entitled to withdraw from the framework 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 production equipment, materials and parts of CLAAS separately and placing the CLAAS trademark, with the due care of a prudent businessman. Supplier shall be obliged to inform CLAAS without delay if there is a threat of asserted rights of third parties (e.g. seizure). Supplier undertakes to inform third parties of the CLAAS's ownership in order to ensure that their pledges or other security measures do not adversely affect the property of CLAAS.

12.2. 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, whether tangible assets or intellectual property, may not be transferred, made accessible to third parties or disclosed. Within the Supplier's organisation, access shall be granted only to persons who need to know the specific information for the performance of the contract concerned. Supplier undertakes to apply the methods necessary to protect CLAAS's confidential information and trade secrets as proprietary knowledge, and which are at least applied to protect its own trade secrets. The Supplier may not use the fact of business relations for advertising purposes or public relations without the approval of CLAAS. The same confidentiality obligation shall be imposed on subcontractors and Supplier shall ensure their compliance therewith.

### 14. Force Majeure

14.1. Force majeure shall qualify as events beyond the reasonable control of a party that prevent the performance of its obligations under this GTCP, such as acts of God, any unforeseeable governmental or magisterial (civil, administrative or military) action, e.g. fuel or material distribution, fuel/gas shortage measures, unavoidable accident, unlawful act of a third party, earthquake, flood, fire, explosion, epidemic, pandemic,

vandalism or sabotage, riot, insurance events, civil commotion, war or warlike circumstances, shipwreck, strike, embargo, closure and other industrial or delivery disturbance, shortage of materials or other similar causes.

14.2. Neither party may invoke the legal consequences of force majeure events if the force majeure event generally results in a lack of financial resources or if the procedures and sanctions applied by the authorities have a negative impact on the party's operations. The party invoking force majeure shall prove that it is unable to provide/use the service in accordance with the (framework) contract, since it cannot be avoided or substantially reduced by in the given situation available organisational (substitute and compensatory) measures (e.g. activation of alternative production and service channels, use of alternative logistics, delivery routes, etc.).

14.3. In the event of performance by either party, the due date of performance shall be extended by a period equal to the reasonable time lost as a result of the delay caused in whole or in part by the force majeure event throughout the period of the delay. No reimbursement shall be given for the services not provided for the period of delay.

14.4. Neither party shall be liable for damages resulting from the non-performance of or delay of performance, if the failure is caused by circumstances which are exclusively attributable to and in causal relationship with the aforementioned force majeure event.

14.5. A party whose performance is delayed by reason of force majeure shall recover all its obligations fully upon the cessation of such event or cause.

14.6. If CLAAS proves that the delayed delivery due to force majeure is no longer usable for it or that the receipt cannot reasonably be expected due to force majeure, it may terminate the contract before the expiry of the 30 day period or withdraw from the contract.

14.7. Force majeure does not mean automatic termination of the agreement. If circumstances in causal relationship with the force majeure event prevent proper performance for more than 30 days and the parties fail to agree to sustain the contract by rescheduling or otherwise amending the contract, either party may terminate the contract immediately in writing or withdraw from the contract if performance has not commenced.

### 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 warranty rights set out in Clause 10 and the obligation of indemnification stipulated in Clause 11 shall also apply to spare parts.

### 16. Data Protection

16.1. The parties undertake to protect the personal data in accordance with the provisions of the General Data Protection Regulation and the Hungarian legal regulations. In particular, they undertake to take economically, technically and organisationally reasonable measures to ensure effective protection of the personal data relating to the contract against unauthorised access by third parties.

16.2. Personal data may only be processed for the purposes and in the context of the performance of the contract and in order to ensure a high level of service and security.

The Supplier undertakes to obtain consents as far as consent is necessary for CLAAS' data processing in connection with the data provided by Supplier.

#### **17. Place of Performance and Applicable Law**

- 17.1. The place of performance shall be the registered office of CLAAS. If Supplier delivers or provides services to the affiliated companies of CLAAS, the place of performance shall be the registered office of the respective CLAAS company. Hungarian courts at the registered office of CLAAS have jurisdiction. However, CLAAS shall also be entitled to take legal action before the courts at the registered office of the Supplier. The affiliated companies of CLAAS shall be entitled to take legal action before the courts at their registered office.
- 17.2. The legal relationships under this GTCP shall be governed by Hungarian law. Application of the referral regulations under Hungarian 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.

#### **18. Miscellaneous**

- 18.1. Supplier may only involve third parties in the performance of the contract with the prior consent of CLAAS. If the Supplier uses third parties to perform the contract, in whole or in part, the Supplier shall remain liable as if it had acted itself during the performance of the contract. If a certificate is required for performance, the Supplier shall ensure that its subcontractors also hold the necessary certificate.
- 18.2. No assignment or transfer may be made without the prior written consent of the other party. An exception to this is the assignment or transfer of contracts between affiliated companies of CLAAS.
- 18.3. If any provision of this GTCP becomes invalid in whole or in part, the validity of the remaining provisions shall not be affected. The same shall apply to the related framework or individual contracts.

The affiliated companies of CLAAS regarding the present GTCP:

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 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, Germany