General Terms and Conditions for the Use of the Grimme Online Portal of GRIMME Landmaschinenfabrik SE & Co. KG

1. Provider

GRIMME Landmaschinenfabrik SE & Co. KG ("Grimme")

Commercial Register of the District Court of Oldenburg

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Board of Directors:

GRIMME Landmaschinenfabrik Beteiligungs SE, represented by Christoph Grimme and Richard Weiß

offers a variety of different functions on its "Grimme Online Portal" website. The following sets out the terms and conditions that govern the use of and access to this content.

2. Scope and general information

These General Terms and Conditions apply to all products and services offered via the Grimme Online Portal. By agreeing to the terms and conditions and by using the content, the customer agrees to accept these general terms and conditions and assures that he or she will comply with these general terms and conditions. Grimme does not recognize any conflicting or deviating terms and conditions of the customer unless Grimme has expressly agreed to their validity in writing.

You can view, save and print the current version of these General Terms and Conditions at any time on the https://grimme.com/de/terms-and-conditions website . Grimme reserves the right to make changes or modifications to the General Terms and Conditions, in particular due to changes in the law. Changes to these General Terms and Conditions will be displayed on the Website.

The offer of the Grimme Online Portal, currently available under https://my.grimme.dom and the associated subpages, is aimed exclusively at entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) and, in this respect, only at authorized Grimme customers (referred to above and in the following simply as "Customer") who have registered with Grimme for the online portal. In order for the customer to have access to the Grimme Online Portal, he must have a user account for this portal. **The disclosure of the access data to the customer's user account to third parties is strictly prohibited. The security of the access data is the responsibility of the customer**.

As part of the registration process, the customer must agree to these General Terms and Conditions in order to be able to use the Grimme Online Portal.

3. Subject of the contract, scope of services

3.1 The Grimme Online Portal offers the customer the following functions/content, among others:

- Administration of the myGRIMME user account as well as the associated company and user data;
- Overview and management of the GRIMME machines assigned to the customer;
- Retrieval of machine-related information, operating instructions, spare parts information and other digital documents;
- Use of activated digital applications and services, in particular for the display and evaluation of machine, deployment and order data;
- Purchase and manage paid digital products, licenses, and subscriptions;
- establishing and managing connections to supported external platforms and systems;
- Use of other functions and content, insofar as these are available or activated for the customer in myGRIMME.

3.2 The customer can also place orders/order products via the Grimme online portal.

All offers from Grimme in the Grimme Online Portal are non-binding and subject to change. They only represent an invitation to the customer to submit a corresponding offer to us to conclude a contract via the order/retrieval mask.

The contract is concluded exclusively electronically in the online portal. By clicking on the button "*order for a fee*" within the scope of the selected service, the customer submits a binding offer in the form of an order for the selected products. A separate order form is not required. As soon as Grimme has received an order, the customer receives acceptance of the offer by means of an automatically generated order confirmation by e-mail. The order confirmation contains the essential contents of the contract and serves as contractual documentation. In all other respects, the General Terms and Conditions of Grimme, which have also been notified accordingly before the order process (also available under https://grimme.com/de/terms-and-conditions), apply to order processes.

4. Costs and prices

4.1 The use of the Grimme Online Portal is generally free of charge. Ordering/retrieving products is a transaction subject to a fee. Grimme will inform the customer accordingly of whether a certain usage behaviour otherwise causes costs when using the Grimme Online Portal.

4.2 The prices result from the version of the respective product presentation on the portal valid at the time of conclusion of the contract. Price changes only apply to new contracts and become effective by adjusting the product presentations in the portal. For existing contracts, the conditions applicable at the time of the respective conclusion of the contract apply.

4.3 The Grimme OnlineThe prices listed on the Portal are in EUR and net, i.e. exclusive of the applicable statutory value added tax.

4.4 Payment processing is carried out by the external payment service provider Stripe, which becomes the contractual partner for the customer in this regard. The execution of the payment transaction is supplemented by Stripe's general terms and conditions and data protection information, which are displayed to the customer as part of the payment process. The use of the payment service provider requires the customer's consent to these conditions.

4.5 Unless otherwise agreed, payment is due in advance for the agreed contract period. Payment is deemed to have been made as soon as the payment amount has been credited to Grimme's account with the external payment service provider.

4.6 In the event of failed payments and chargebacks or default of payment, Grimme is entitled to block access to the contractual services until all outstanding amounts have been settled. Grimme may pass on to the customer the fees actually charged by the

payment service provider or by the credit institution in this context (e.g. chargeback fees), provided that the customer is responsible for the failed payment or the delay.

5. Term and Termination

5.1 For a product subject to licensing, the first 14 days are considered a free trial license in favor of the customer. During this test period, the customer can terminate the contract without giving reasons via the function provided for this purpose in the online portal or by email to mygrimme@grimme.de again. In the event of timely termination within these 14 days, the license ends upon receipt of the cancellation, at the latest at the end of the trial period; the customer does not incur any license costs, but he also no longer has any right of use (license) from this moment on.

5.2 Unless the Customer terminates the contract within the test period in accordance with Section 5.1 in due time, the fee-based license with a fixed term of twelve months begins at the end of the 14-day trial period. The license ends at the end of this term without the need for termination. There is no automatic renewal. From 30 days before the expiry of the license term, the customer can order an extension for a further twelve months via the online portal at the conditions shown in the portal at that time. If no renewal is made, the license ends at the end of the agreed term.

5.3 During the fixed, fee-based term of the contract, the right to ordinary termination is excluded. In addition, either party may terminate the contract for good cause without adhering to a deadline . Good cause exists if, taking into account all the circumstances, the terminating party of the individual case and, weighing up the interests of both parties, the continuation of the contractual relationship until agreed end of the contract cannot be expected. An important reason that GRIMME is entitled to termination, in particular if the customer Essential contractual obligations injured and the breach of duty despite Warning not within an appropriate deadline.

5.4 In the event of termination of the contract, the customer must remove the use of the product and all installed copies from his computers as well as immediately return or destroy any backup copies at Grimme's discretion.

6. Scope of rights of use, restrictions on use

Subject to compliance with these Terms, Grimme grants the Customer a non-exclusive, limited, revocable, non-transferable right to access and use the content and functions made available on the Website. These Terms do not grant the Customer any further rights, in particular no rights to use Grimme brand features. In particular, the Customer is not entitled to:

- make the Content available to any third party or otherwise monetize or exploit it;

- reproduce, decompile, reverse engineer, modify or create derivative works of the Content or any part thereof;
- access the Content to develop or market a competing product;
- use the Content to store or distribute viruses or malicious programs;
- use the Content to send unsolicited email or spam;
- remove or destroy any copyright/trademark notices, proprietary notices, or confidentiality notices affixed to/on the Content, or make any express or implied misrepresentation that he or any third party is the copyright owner of any of the Content;
- circumvent any measures that prevent or restrict access to the Content, including, but not limited to, features that prevent or restrict the use or copying of the Content, or restrict the use of the Content.

In addition, the customer assures that the content will not be used for anti-competitive, criminal or other illegal purposes.

7. Place of performance

The place of performance is the registered office of GRIMME Landmaschinenfabrik SE & Co. KG, Hunteburger Str. 32, 49401 Damme.

8. Warranty and availability

8.1 Grimme assumes no warranty or guarantees regarding the accuracy of the information provided, the security of the applications and their uninterrupted availability.

8.2 Due to the technical complexity that requires regular actions (such as maintenance, repairs, software updates, enhancements, etc.) that must be carried out on the systems, the systems of the service providers or network operators, for example, availability may be limited.

8.3 Furthermore, the activation or availability of functions may result from reasons of force majeure, including strikes, lockouts and official orders, as well as due to short-term capacity bottlenecks due to peak loads on the services or from disruptions in the area of third-party telecommunications equipment.

8.4 The customer is solely responsible for the functionality and operational readiness of necessary hardware or mobile devices.

9. Liability

9.1 For claims due to damages caused by Grimme, its legal representatives or vicarious agents, Grimme shall be liable without limitation to

9.1.1 injury to life, body and health,

9.1.2 intentional or grossly negligent breach of duty,

9.1.3 Guarantee promise, if given, and

9.1.4 insofar as the scope of application of the Product Liability Act is opened.

9.2 If Grimme, its legal representatives or vicarious agents violate essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract in the first place and on the compliance with which the customer may rely (so-called cardinal obligations), simply negligently, Grimme's liability is limited to the amount of the damage foreseeable at the time of conclusion of the contract, the occurrence of which is typically to be expected.

9.3 Otherwise, Grimme is not liable for damages.

10. Termination of the business relationship, blocking of the user account, departed employees

10.1 The Grimme Online Portal is intended exclusively for authorised Grimme customers. Grimme therefore reserves the right to block the user account for the Grimme Online Portal immediately upon termination of the business relationship with a customer. At this moment, the customer's permission to use the Grimme Online Portal therefore also expires. Grimme points out that in any case there is no legal claim to the use of the Grimme Online Portal.

10.2 The customer is obliged to delete departed employees from the system of the Grimme Online Portal or to adjust the login data or to notify Grimme accordingly so that Grimme can delete or reassign the password. Employees who have left the company may no longer have access to the Grimme Online Portal after their departure.

11. Data processing and security

11.1 The data entered by the customer in the Grimme online portal is automatically encrypted using the SSL protocol (Secure Sockets Layer Protocol). SSL is the industry standard for the transfer of confidential data over the Internet.

11.2 Grimme collects, stores and uses the personal data provided by the customer within the framework of the statutory provisions, insofar as this is necessary for the establishment,

content-related design or modification of the contractual relationship and the use and billing of the services. The customer ensures that the data subjects have consented to the processing of their personal data before making it available to Grimme. Further details on the processing of personal data and machine data in the applications can be found in the data protection declarations under https://grimme.com/de/privacy.

11.3 The customer must notify Grimme immediately of any changes to the personal data relating to the contractual relationship and the billing of the services/products.

11.4 Billing data may be stored and used by Grimme beyond the end of the usage process until the end of the contractual relationship. They will be deleted at the latest after the expiry of the civil law limitation periods and the retention periods under commercial and tax law. To the extent necessary for the purpose of detecting and preventing abusive use of services, data may be processed and, if necessary, also stored after the end of the usage process.

11.5 In all other respects, the customer is obliged to keep the access data for his user account secure and to protect it from access by third parties.

12. Place of jurisdiction and applicable law

12.1 The exclusive place of jurisdiction for disputes arising out of or in connection with the Grimme Online Portal for both parties is 49401 Damme, Germany. Grimme also has the right to sue at the court with jurisdiction over the customer or at any other court that has jurisdiction under national or international law.

12.2 The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods and private international law.