

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 Local Court (Amtsgericht) of Oldenburg

Commercial register number: HR A 110215

VAT ID number: DE 117770541

Hunteburger Str. 32

D-49401 Damme - Germany

Telephone: +49 (0)5491 666-0

Fax: +49 (0)5491 666-2298

E-mail: grimme@grimme.de

Domain: www.grimme.com

Executive Board:

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

offers a wide range of different functions on its website "Grimme Online Portal". The terms and conditions applicable thereto, which govern the use of and access to this content, are set out below.

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 by using the content, the Customer declares its consent to accept these General Terms and Conditions and undertakes to comply with these General Terms and Conditions. Grimme does not recognise any conflicting terms of the Customer or any terms of the Customer that deviate from these General Terms and Conditions, unless Grimme has expressly agreed to their validity in writing.

The current version of these General Terms and Conditions can be viewed, saved and printed at any time on the website (<https://grimme.com/en/terms-and-conditions>). 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 accessible at <https://my.grimme.com> and the associated sub-pages, is directed exclusively at entrepreneurs (Unternehmer) within the meaning of Section 14 of the German Civil Code (BGB) and, in this respect, in turn only at authorised Grimme customers (referred to above and hereinafter also simply as the "Customer") who have registered with Grimme for the Online Portal. In order for the Customer to have access to the Grimme Online Portal, the Customer must have a user account for this portal. Disclosing the access data for the Customer's user account to third parties is strictly prohibited. The safekeeping 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 Matter of the Contract, Scope of Services

3.1 The Grimme Online Portal offers the Customer, among other things, the following functions/content:

- Management of the myGRIMME user account and the associated company and user data;
- Overview and management of the GRIMME machines assigned to the Customer;
- Retrieval of machine-related information, operating manuals, spare parts information and other digital documents;
- Use of activated digital applications and services, in particular for displaying and evaluating machine, operational and job data;
- Purchase and management of chargeable digital products, licences and subscriptions;
- Establishment and management of connections to supported external platforms and systems;

- Use of further functions and content, insofar as these are available or activated for the Customer in myGRIMME.

3.2 The Customer can thus also place orders/order products via the Grimme Online Portal.

All offers made by Grimme in the Grimme Online Portal are non-binding and subject to change. They merely constitute an invitation to the Customer to submit a corresponding offer to us for the conclusion of a contract via the order/call-off form.

The contract is concluded exclusively electronically in the Online Portal. By clicking the *“order with obligation to pay”* button within 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 contract documentation. In all other respects, order processes are governed by Grimme’s General Terms and Conditions, which are likewise brought to the Customer’s attention prior to the respective ordering process (also available at <https://grimme.com/en/terms-and-conditions>).

4. Costs and Prices

- 4.1 The use of the Grimme Online Portal is generally free of charge. Ordering/calling off products constitutes a chargeable transaction. Grimme will notify the Customer accordingly during the use of the Grimme Online Portal as to whether any other particular usage behaviour incurs costs.
- 4.2 Prices are determined by the version of the respective product description in the portal that is valid at the time the contract is concluded. Price changes apply only to contracts yet to be concluded and take effect by adjustment of the product descriptions in the portal. Existing contracts are subject to the conditions applicable at the time the respective contract was concluded.
- 4.3 The prices listed in the Grimme Online Portal are in EUR and net, i.e. exclusive of the applicable statutory value added tax.
- 4.4 Payment is processed via the external payment service provider Stripe, which becomes the Customer’s contractual partner in this respect. The general terms and conditions and data protection information of Stripe,

which are displayed to the Customer during the payment process, additionally apply to the execution of the payment transaction. Use of the payment service provider requires the Customer's consent to these terms.

4.5 Unless otherwise agreed, payment is due in advance for the agreed contract term. 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 in 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 the credit institution in this connection (e.g. return debit fees), provided that the Customer is responsible for the failed payment or the default.

5. Term and Termination

5.1 For a product requiring a licence, the Customer may make use of a free trial licence with a term of 14 days on a one-time basis. During this trial period, the Customer may terminate the contract without stating reasons exclusively via the function provided for this purpose in the Online Portal. A separate notification to Grimme is not required. In the event of timely termination, the trial licence ends when the termination takes effect, at the latest upon expiry of the trial period; the Customer incurs no licence costs.

5.2 If the Customer does not terminate the contract in due time in accordance with Clause 5.1, the chargeable licence with a fixed term of twelve months begins upon expiry of the 14-day trial period. The licence ends upon expiry of this term without the need for termination. There is no automatic renewal. From 30 days before the expiry of the licence term, the Customer may order a renewal for a further twelve months via the Online Portal at the conditions shown in the portal at that time. If no renewal takes place, the licence ends upon expiry of the agreed term; no further licence fees are incurred.

5.3 In addition, each party may terminate the contract for good cause without observing a notice period. Good cause exists if, taking into account all circumstances of the individual case and weighing the interests of both parties, the terminating party cannot reasonably be expected to continue

the contractual relationship until the agreed end of the contract. Good cause entitling GRIMME to terminate exists in particular if the Customer breaches material contractual obligations and fails to remedy the breach within a reasonable period despite a warning.

5.4 In the event of termination or other ending of the contract, the Customer must cease use of the product and remove all installed copies from its computers and, at Grimme's option, return or destroy any backup copies made without undue delay.

5.5 Termination by the Customer must be declared exclusively via the function provided for this purpose in the Online Portal.

6. Scope of the Rights of Use, Restrictions of Use

Subject to compliance with these terms, Grimme grants the Customer a simple, 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 third parties or otherwise monetise or exploit it;
- reproduce, decompile, reverse engineer or modify the content or parts thereof or create derivative works therefrom;
- access the content in order to develop or market a competing product;
- use the content to store or distribute viruses or malware;
- use the content to send unsolicited e-mails or to engage in spamming;
- remove or destroy any copyright/trademark notices, proprietary markings or confidentiality notices affixed to/on the content, or make any express or implied misrepresentation stating that it or a third party is the author or copyright holder of any of the content;
- circumvent measures that prevent or restrict access to the content, in particular functions that prevent or restrict the use or copying of content or restrict the use of the content.

The Customer further undertakes not to use the content for anti-competitive, criminal or other unlawful 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 and gives no guarantees with regard to the accuracy of the information provided, the security of the applications or their uninterrupted availability.

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

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

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

9. Liability

9.1 Grimme shall be liable without limitation for claims based on damage caused by Grimme, its legal representatives or vicarious agents in the event of

9.1.1 injury to life, body and health,

9.1.2 intentional or grossly negligent breach of duty,

9.1.3 guarantee promises, insofar as given, and

9.1.4 insofar as the scope of application of the German Product Liability Act (Produkthaftungsgesetz) is applicable.

9.2 If Grimme, its legal representatives or vicarious agents breach, with simple negligence, material contractual obligations, the fulfilment of which is essential for the proper performance of the contract in the first place and on the observance of which the Customer may rely (so-called

cardinal obligations), Grimme's liability shall be limited in amount to the damage foreseeable at the time the contract was concluded, the occurrence of which must typically be expected.

9.3 In all other respects, Grimme shall not be 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 a Customer's user account for the Grimme Online Portal immediately upon termination of the business relationship with that Customer. At that moment, the Customer's permission to use the Grimme Online Portal also expires. Grimme points out that, in any case, there is in principle no legal entitlement to use the Grimme Online Portal.

10.2 The Customer is obliged to delete departed employees from the Grimme Online Portal system or to adjust the login data, or to notify Grimme accordingly so that Grimme can carry out the deletion or reassign the password. Departed employees must no longer have any 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 structuring or amendment of the contractual relationship and for the use and invoicing of the services. The Customer shall ensure 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 privacy policies at <https://grimme.com/en/privacy>.

- 11.3 The Customer must notify Grimme without undue delay of any changes to personal data relating to the contractual relationship and the invoicing 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. It will be deleted at the latest after expiry of the civil-law limitation periods and the retention periods under commercial and tax law. Insofar as necessary for the purpose of detecting and preventing the abusive use of services, data may be processed and, where applicable, also stored beyond the end of the usage process.
 - 11.5 In addition, the Customer is obliged to keep the access data for its user account secure and to protect it against access by third parties.
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- 12. Place of Jurisdiction and Applicable Law
 - 12.1 The exclusive place of jurisdiction for disputes arising from or in connection with the Grimme Online Portal is 49401 Damme, Germany, for both parties. Grimme is also entitled to bring an action before the court having jurisdiction for the Customer or before any other court having jurisdiction under national or international law.
 - 12.2 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the rules of private international law.