

General Terms and Conditions of Purchase of GRIMME Landmaschinenfabrik SE & Co. KG

1. General, Scope of Application

- 1.1 The following T&Cs of Purchase shall apply to all business relationships between us, GRIMME Landmaschinenfabrik SE & Co. KG, and Supplier, concerning the supply of goods and services.
- 1.2 These T&Cs of Purchase shall apply exclusively; we do not recognize any T&Cs of Supplier that deviate from our T&Cs unless we expressly agree to their validity in writing. Our T&Cs of Purchase also apply if we accept Supplier's delivery without reservation in the knowledge that Supplier's terms and conditions conflict with or differ from our T&Cs of Purchase.
- 1.3 These T&Cs of Purchase shall only apply vis-à-vis entrepreneurs and legal entities within the meaning of § 310 BGB (German Civil Code).
- 1.4 These T&Cs of Purchase shall apply in their respective version as a framework agreement also for all future transactions of the same kind with Supplier without us having to refer to them again in each individual case; we shall inform Supplier immediately of any changes in this case.

2. Order confirmations, Conclusion of Contract, Quotation Documents

- 2.1 Only our orders placed in writing are binding. We may revoke an order if Supplier does not confirm it in writing (order confirmation) within two weeks (or another period specified in the order).
- 2.2 Any deviations of the order confirmation from the order, oral agreements before, at or after the conclusion of the contract and deviations from these T&Cs of Purchase require our written consent and confirmation in order to be effective.
- 2.3 We reserve all property rights and copyrights to drawings, descriptions, calculations and other technical documents relating to the object of purchase or its manufacture which are made available to Supplier before or after conclusion of the contract. The documents are to be used exclusively for production on the basis of the respective order and may not be used or reproduced for any other purpose without our consent. They may not be made accessible or disclosed to third parties without our prior written consent. If Supplier does not accept our offer within the period set forth in section 2.1, these documents shall be returned to us without delay and without Supplier being requested to do so. This shall also apply after processing of the order.
- 2.4 We shall only remunerate offers, planning, drafts and the like if expressly agreed in writing.

3. Transfer of Ownership, Templates, Samples, Material Supplies

- 3.1 Templates, samples, tools, materials and the like (hereinafter also referred to as "parts" in their entirety) provided by us shall remain our property and may not be passed on to third parties or used or reproduced for purposes other than those agreed without our written consent. Supplier shall identify the templates, samples, tools, materials and the like as our property and keep them in safe custody. Supplier undertakes to insure the parts provided by us against fire, water and theft damage at Supplier's own expense and to assign the claims arising from these insurances to us. They are to be secured at their own expense to a reasonable extent against damage of any kind, such as unauthorized use and inspection, and are to be treated as strictly confidential, just like the information provided to us. Supplier shall carry out any necessary maintenance and servicing work on parts provided in good time and at its own expense. Supplier shall notify us immediately of any damage that is not merely insignificant; if Supplier culpably fails to do so, claims for damages shall remain unaffected. Upon request by us, Supplier shall be obliged at any time to immediately return to us the templates, samples, tools, materials and similar items in proper condition if they are no longer required by Supplier for the fulfilment of the contractual purpose.
- 3.2 If the parts provided are transformed by Supplier or processed with other items not owned by us, we shall acquire co-ownership of the newly created item in proportion to the value of the

parts provided by us at the time of processing. The same shall apply if a part provided by us is inseparably mixed with other items not belonging to us. If, after the mixing, Supplier's item is to be regarded as the main item, Supplier undertakes to transfer to us the pro rata co-ownership. Supplier shall keep our sole ownership and/or co-ownership for us.

3.3 Ownership of templates, samples, tools, materials and the like which Supplier manufactures by agreement, including all rights of use, shall pass to us upon payment of the agreed remuneration.

3.4 Supplier undertakes not to observe, examine, dismantle or test the templates, samples, tools, materials and the like provided by us with the aim of obtaining our trade secrets.

4. Delivery Time, Contractual Penalties in the Event of Default, Procurement Risk

4.1 The agreed delivery dates are binding and must be complied with. The timeliness of deliveries and/or services shall be determined by their receipt at the place of receipt or unloading specified in the order, or, in the case of contracts for work and services, deliveries with assembly and services, by their acceptance. As soon as it becomes apparent to Supplier that there may be delays in delivery, performance or subsequent performance, Supplier shall notify us thereof without undue delay, without prejudice to our claims. The notification shall also include the reason and the expected duration of the delay in delivery. Notification of a possible delay in delivery does not change the binding nature of the agreed delivery date. Supplier shall bear the unrestricted procurement risk with regard to the services required for the delivery irrespective of fault (full assumption of the procurement risk).

4.2 If the delivery date is exceeded for reasons for which Supplier is responsible, we shall be entitled to demand a contractual penalty of 0.2% for each working day or part thereof of the delay, but not more than a total of 5% of the order value, unless Supplier proves to us that a smaller loss or no loss at all has been incurred; this shall not affect our further-reaching specific claims (damages and rescission) - albeit with offsetting of the contractual penalty. If the reservation of the contractual penalty is omitted when accepting deliveries, services or subsequent performance, the contractual penalty can nevertheless be asserted until the final invoice.

4.3 If the delivery date is exceeded due to force majeure or if acceptance of the goods is prevented, we may, at our discretion, withdraw from the contract in whole or in part or extend the date after setting a deadline to no avail, without Supplier being entitled to claim damages, etc. in these cases.

5. Place of Receipt, Dispatch, Transfer of Risk, Invoices

5.1 In the case of contracts for work and services, deliveries with assembly and services, the risk shall pass to us upon acceptance, in the case of other deliveries, upon receipt at the place of receipt or unloading specified in the order; unless otherwise agreed, Delivery Duty Paid (= DDP, Incoterm 2020) to the place of receipt or unloading (as specified in our order), including packaging, shall be deemed agreed.

5.2 At the same time as loading, Supplier shall send us a dispatch advice (delivery advice) for each order (or, if this is called off in several partial deliveries, for each call-off) by fax or e-mail (to our clerk named as the addressee in the order), stating, among other things, the framework agreement number, order number, article number, call-off number, quantity actually delivered and time of delivery.

5.3 The goods delivered shall be accompanied by a delivery note, the necessary material certificates and, if applicable, the complete contractually owed documentation.

5.4 If goods are delivered in silo vehicles, we reserve the right to produce the weight report of a calibrated or, alternatively, public weighbridge. Damage to the original packaging of delivered goods or to the seal of the silo vehicles, which gives rise to doubts as to the integrity or genuineness of the goods shall entitle us to reject such goods.

5.5 Invoices shall be sent quoting our order code, the framework agreement number, the order number, the article number and the numbers of the individual items and shall only be due for payment if this information is complete.

6. Prices, Payments, Right of Retention

- 6.1 The price stated by us in the order is binding. Unless otherwise agreed in writing, packaging and transport costs as well as associated additional costs are included in the price.
- 6.2 Statutory value added tax is to be stated separately.
- 6.3 Unless otherwise agreed, invoices shall be paid with a 3% discount within 14 days or net cash within 30 days after receipt of the invoice and goods/services. The payment period shall commence as soon as the goods or services have been provided in full and a correct, complete invoice has been received. If delivery is made later than the invoice or if the invoice is incomplete, the date of receipt of the goods or the date of receipt of the complete invoice shall be decisive for the calculation of the discount period. Payment shall be deemed to have been made when a payment order is issued. We shall be in default if we fail to pay in response to a reminder issued by Supplier after the due date and no defences or objections exist.
- 6.4 Payments shall not be deemed to be an acknowledgement of the goods or service as being in accordance with the contract and shall be made subject to invoice verification.
- 6.5 Supplier shall only be entitled to rights of set-off and retention if Supplier's counterclaims have been legally established, are undisputed or have been recognized by us or insofar as a counter-performance resulting from the contractual relationship is concerned, in particular in the case of a counterclaim which has arisen from a claim for performance in kind which entitles Supplier to refuse performance. Supplier shall only be entitled to exercise a right of retention insofar as Supplier's counterclaim is based on the same contractual relationship.
- 6.6 Supplier shall not be entitled to assign claims arising from our contractual relationship or to have them collected by third parties without our written consent.

7. Quality, Work Safety, Environmental Protection and Records

- 7.1 Supplier shall comply with the current recognized rules of technology, safety and environmental regulations and the agreed technical data for the services provided. Changes to the deliverable shall require our prior written consent. Supplier shall set up and prove a management system in accordance with the recognized rules (e.g. DIN EN ISO 9000 ff, DIN EN ISO 45001, SCC, SCP or similar). In addition, Supplier shall take into account the recognized rules of technology, the respectively applicable statutory and official regulations and our operational rules and regulations. In particular, Supplier shall observe the regulations and rules of the German Employer's Liability Insurance Association, the "Principles of Prevention" (DGUV provision 1) as well as the generally recognized safety-related and occupational medical rules. Supplier shall comply with the contents of the German Occupational Health and Safety Act, the German Ordinance on Industrial Safety and Health and the German Supply Chain Act. This includes in particular the preparation of risk assessments for the risks within the supply chain, the activities to be carried out and the work equipment used.
- 7.2 We reserve the right to satisfy ourselves of the effectiveness of the quality management system on site, e.g. in accordance with the German VDA Volume 6 "QS - System Audit". We must be notified of changes to the specified product characteristics and/or the manufacturing process influencing them, or they must be agreed with us.
- 7.3 Supplier shall continuously check the quality of the items delivered. The contractual partners shall inform each other about the possibilities of improving the quality of the system, the processes and/or the products.
- 7.4 If the type and scope of the tests as well as the test equipment and methods have not been firmly agreed between Supplier and us, we are prepared, at Supplier's request, to discuss the tests with Supplier within the scope of our knowledge and experience.
- 7.5 In the case of characteristics specially marked in the technical documents, Supplier shall furthermore record in special records when, in what manner and by whom the goods delivered have been tested with regard to these characteristics and what results these tests have produced. Supplier shall continuously ensure compliance with the required specifications by means of

suitable measures (e.g. product tests, process safeguards, etc.). The product and process characteristics to be monitored, the safeguarding measures, the test equipment and test methods and the associated quality certificates shall be determined by the Supplier on Supplier's own responsibility. Supplier shall comply with any specifications we may have (e.g. on characteristics, safety measures, test equipment and test methods)..

7.6 At our request, Supplier shall enclose with the deliveries corresponding proofs of quality of compliance with the required specification.

7.7 Traceability with regard to the material used and to the manufacturing process for the specially marked features shall be ensured by appropriate marking

7.8 Inspection documents must be kept for ten years and submitted to us if required. This applies in particular to features subject to documentation in order to comply with the respectively applicable statutory provisions. Supplier shall oblige sub-suppliers to the same extent within the scope of the legal possibilities.

8. Product Liability, Insurance Cover

8.1 If Supplier is responsible for product damage, Supplier shall indemnify us against third-party claims to the extent that the cause lies within Supplier's sphere of control and organization.

8.2 Within the scope of Supplier's indemnification obligation, Supplier shall reimburse expenses pursuant to §§ 683, 670 BGB arising from or in connection with a claim by third parties including recall actions carried out by us. We shall inform Supplier about the content and scope of recall measures - insofar as possible and reasonable - and give Supplier the opportunity to comment. Further legal claims on our part shall remain unaffected.

8.3 Supplier shall maintain a product liability insurance with a coverage of at least EUR 2.5 million per personal injury/property damage and prove the existence of such insurance at our request. Further damages claims on our part shall remain unaffected by this.

9. Receiving Inspection, Liability for Defects

9.1 § 377 German Commercial Code (HGB) shall apply to such extent that we must give notice of externally visible defects and/or transport damage within 10 working days of delivery, and of hidden defects within 10 working days of discovery. In the event of onward shipment or rerouting of the goods, the start of the inspection shall be deemed to be postponed until arrival at the new destination. The costs for justified returns, replacement and rectifications shall be borne by Supplier.

9.2 Supplier warrants that the goods to be delivered comply with German and EU law as well as with all statutory provisions for the protection of life, health and safety applicable at the place of delivery, insofar as applicable in each case.

9.3 We shall be entitled to the statutory warranty claims against Supplier to the full extent. In case of imminent danger or in case of special urgency, we shall be entitled to remedy the defects for which Supplier is responsible ourselves, to have them remedied or to procure replacements at Supplier's expense. In any case, Supplier shall be informed by us of the defect and the potential claim for damages.

9.4 The limitation period for our claims for defects according to § 437 No. 1 and 3 BGB is three years in deviation from § 438 sec. 1 No. 3 BGB; otherwise the statutory limitation periods and regulations apply.

9.5 We shall choose the type of supplementary performance; the right of the supplier pursuant to § 439 sec. 4 BGB shall remain unaffected.

9.6 If the item or service is defective in breach of a guarantee assumed by Supplier, Supplier shall always be liable for damages irrespective of fault. If the item is defective without a guarantee having been assumed for this, Supplier can only exonerate themselves from our claim for damages or reimbursement of futile expenses if Supplier proves that the non-fulfilment of Supplier's obligations is due to an impediment outside Supplier's sphere of influence and that Supplier could not reasonably have been expected to consider the impediment when concluding the contract or to avoid or overcome the impediment or its consequences; if Supplier made use of a third party, Supplier can only be exonerated if Supplier is exonerated under those conditions

and that third party would himself also be exonerated under those conditions if those conditions applied to them.

9.7 If the delivery or service is defective, the exercise of our rights due to the defects does not require the setting of a deadline, in particular also if Supplier delivered after the occurrence of the delay or if we have a special interest in the immediate exercise of our rights in order to avoid our own delay vis-à-vis our customers or other urgency. If Supplier makes a new delivery in whole or in essence as part of the supplementary performance or rectifies the defect to this extent, the periods for the limitation of claims for defects shall start anew.

9.8 Supplier undertakes to use only such persons in the execution of our orders who have the necessary official permits and further undertakes to indemnify us against all claims in the event of a violation.

10. Third-party Protective Rights, Observance of Legal Provisions

10.1 Supplier guarantees that no third-party patents and/or other industrial property rights in Germany or abroad are infringed by their goods/services and the utilization thereof. Insofar as the goods or services performed by Supplier infringe third-party industrial property rights, Supplier shall indemnify us against claims by the holders of such rights insofar as Supplier is responsible for such infringements.

10.2 If the exploitation of the goods/services are impaired by existing third-party industrial property rights, Supplier shall, at their own expense, either acquire the relevant authorization or modify or replace the affected parts, of the goods/services in such a way that the exploitation no longer conflicts with any third-party industrial property rights and at the same time complies with the contractual agreements.

11. Confidentiality

11.1 Supplier is obliged to keep confidential all information provided by us within the scope of the order relationship and to use this information exclusively for the purposes of the respective order processing. Supplier may not disclose or make this information available to third parties, with the exception of the disclosure to employees, agents and consultants who are involved in the processes and who absolutely require the confidential information for their activities. Supplier warrants and guarantees that this agreement shall also be observed by such persons; Supplier shall impose the same obligation on them.

11.2 Confidential information within the meaning of these terms and conditions of ordering shall be all information, notes, documents, data carriers, drawings, samples and other documents, irrespective of whether they are transmitted orally, in writing, electronically or in any other way, which Supplier receives with regard to the business relationship with us and its initiation as well as the respective order processing as well as all written and/or other information, documents and records which contain information about basic principles, working methods, production, new developments, improvements, ideas, objectives, customer data and other details and information from and about us. In addition, confidential information includes information about the business relationship between the parties, its scope as well as its concrete design.

11.3 This confidentiality agreement shall not apply to information which

a. at the time of its disclosure

- is generally known;
- has been published;
- is part of general expert knowledge;
- is general state of the art;
- is individually known to Supplier. Supplier shall inform us in writing of such prior individual knowledge;

b. following the time of disclosure

- will become generally known without any action on the part of Supplier in breach of this confidentiality agreement;

- it was individually known to Supplier through third parties, without these third parties having violated a confidentiality agreement concerning confidential information;
 - is recognized or developed by Supplier independently of the confidential information ;
 - is publicized by us in writing;
 - must be disclosed for mandatory legal reasons
- 11.4 In the event that Supplier should be legally obliged to disclose Confidential Information to third parties, they shall notify us thereof in advance, immediately after they have themselves become aware of such obligation. Supplier shall only disclose or publish to third parties that part of the confidential information which Supplier is obliged to disclose or publish under the relevant legal provisions.
- 11.5 Any documents containing confidential information that have been handed over to Supplier, shall be returned on first demand. This shall also apply to any type of copy. Any and all documents that have been created or processed with such confidential information shall be destroyed upon demand. The completeness of return and/or destruction shall be confirmed in writing.
- 11.6 The non-disclosure obligation shall continue to apply after termination of the cooperation or the order, as long as the information received has not become public through no fault of Supplier, its employees, consultants or other persons commissioned by Supplier in any way, for which Supplier shall bear the burden of proof.
- 11.7 For each case of culpable infringement of the above confidentiality obligations, Supplier undertakes to pay a contractual penalty to be determined by us at our reasonable discretion and, in the event of a dispute, to be reviewed by the competent court. The assertion of further damages, however, with full offsetting of the contractual penalty, shall remain unaffected.
- 12. Withdrawal for Good Cause**
- In the event of cessation of payments by Supplier, appointment of a preliminary insolvency administrator or starting of insolvency proceedings against the assets of Supplier, we shall be entitled to withdraw from the contract in whole or in part with immediate effect. In the event of withdrawal, we may make use of existing facilities and deliveries and services previously provided by Supplier in return for reasonable remuneration for the continuation of work.
- 13. Applicable Law, Place of Jurisdiction, Place of Fulfilment, Language**
- 13.1 The law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods shall apply.
- 13.2 The exclusive place of jurisdiction for all legal disputes with merchants shall be 49401 Damme, Germany. However, we are also entitled to sue Supplier at their place of residence and/or business.
- 13.3 Order confirmations, advice of dispatch (dispatch notifications), delivery notes, invoices and other documents to be provided by Supplier shall be sent in German, unless otherwise agreed.