



Terms and conditions sales / service

1. General

- 1.1. These conditions as well as separately concluded contractual agreements apply to all deliveries and services of GRIMME Vertriebsgesellschaft mbH (GRIMME). Deliveries and services are exclusively directed to entrepreneurs / legal entity of public law, § 310 German Civil Code. Deviating terms and conditions of purchase of the ordering party shall not become part of the contract even upon acceptance of the order.
- 1.2. GRIMME remains the owner and protected originator of samples made available, cost estimates, drawings, and other information of a physical and non-physical nature - also in electronic form. They may not be made accessible to third parties without GRIMMEs' permission.

2. Offers

All offers are subject to change without notice until written order confirmation. Subject to prior sale.

3. Scope of delivery

Only the written order confirmation determines the scope of delivery / service. Collateral agreements and changes require written confirmation. We reserve the right to make changes in design and form, provided that no fundamental changes are made which are unreasonable for the ordering party.

4. Modifications

The installation of superstructures and extensions, modifications, changes to wheels and other interventions affecting the chassis, load distribution or connection to the tractor are not permitted. They shall cause the issued operating license to expire. GRIMME excludes liability for any resulting damage.

5. Prices / payments

- 5.1. In the absence of other special agreements, all prices are valid for deliveries ex works including loading at the factory plus tax, but excluding the costs of packaging, transport and unloading.
- 5.2. Payments are due upon receipt of the invoice and must be made without any deductions. Discounts may be granted upon timely payment (confirmation of bank receipt).
- 5.3. Price increases for used materials / pre-products and / or other purchased services in the period between order and delivery entitle us to charge the prices valid on the day of dispatch, provided that delivery takes place more than four months after conclusion of the contract.
- 5.4. In the event of default in payment, interest at a rate of 8 % p.a. above the respective base interest rate shall be charged.
- 5.5. Payments shall first be offset against the payment of costs and interest and then against the oldest debt of the ordering party.
- 5.6. Agreed cash discounts may only be deducted if the purchaser has settled all due claims.
- 5.7. GRIMME shall be entitled to subsequently invoice unlevied value-added tax by separate invoice, should the obligation to pay value-added tax for deliveries/services not invoiced with value-added tax subsequently become apparent.
- 5.8. Offsetting against counterclaims of the ordering party which are disputed by GRIMME or which have not been legally established shall not be admissible.
- 5.9. In the event of cancellation of orders/non-acceptance, GRIMME will charge the customer any additional costs incurred, but at least a processing fee of 3 % of the net value.

6. Delivery time / delay in delivery

- 6.1. The delivery time results from the agreements made. Its observance presupposes that all commercial and technical questions have been clarified and that the ordering party has fulfilled all obligations incumbent upon him, including the provision of necessary official certificates or permits and the payment of due down payments. If this is not the case, the delivery time shall be extended accordingly.
- 6.2. Compliance with the delivery time is subject to correct and punctual self-delivery. GRIMME will inform as soon as possible of any imminent delays.
- 6.3. The delivery time shall be deemed to have been observed if the delivery item has left the factory by this time or readiness for dispatch has been notified.
- 6.4. If dispatch or acceptance of the delivery item are delayed for reasons for which the ordering party is responsible, he shall be charged the costs incurred as a result of the delay, commencing one month after notification of readiness for dispatch or acceptance.
- 6.5. If the ordering party wishes the delivery item to be made available at a later date than is specified in the agreements with the ordering party, GRIMME shall be entitled to dispose of the delivery item elsewhere and to deliver it within a reasonably extended period thereafter.
- 6.6. If the ordering party defaults on acceptance and payment of the purchase price, GRIMME shall be entitled to withdraw from the contract and claim damages for non-performance.
- 6.7. If non-compliance with the delivery time is due to force majeure, industrial disputes or other events beyond GRIMME's control, the delivery time shall be extended accordingly. GRIMME shall inform the ordering party of the beginning and end of such circumstances as soon as possible.
- 6.8. The ordering party shall be entitled to withdraw from the contract if performance becomes definitively impossible before the transfer of risk.
- 6.9. In the event of a delay in delivery, the customer is entitled to demand a lump-sum compensation for delay. It shall amount to 0.2% for each full week of delay, but in total not more than 2.5% of the value of the affected part of the total delivery which cannot be used in time or in accordance with the contract due to the delay. Further claims for delay in delivery shall be excluded.



7. Passing of risk, acceptance

- 7.1. The risk shall pass to the ordering party when the delivery item has left the factory, even in the case of partial deliveries, or in the case of other additional services undertaken, such as dispatch, delivery and commissioning.
- 7.2. If dispatch is delayed or fails to take place due to circumstances not attributable to GRIMME, the risk shall pass to the ordering party from the date of notification of readiness for dispatch.
- 7.3. Partial deliveries shall be permissible insofar as they are reasonable for the ordering party.
- 7.4. Delivered items shall have to be accepted by the ordering party, even if they show insignificant defects which do not impair the functionality of the item for normal use in the long term.

8. Retention of title

- 8.1. GRIMME retains title to the delivery item until the ordering party has settled all claims arising within the scope of the mutual business relationships or arising in the future from contracts concluded simultaneously or later. This shall also apply if individual or all claims have been included in a current account and the balance has been struck and acknowledged.
- 8.2. The ordering party may neither pledge the delivery item to third parties nor assign it as security. The ordering party shall notify GRIMME immediately in the event of seizure, confiscation or other dispositions by third parties.
- 8.3. The ordering party shall be entitled to resell the delivery item in the ordinary course of business unless he has reached an agreement with his buyer on a prohibition of assignment of the purchase price. However, he hereby assigns all claims arising from the resale against the customer or against third parties, irrespective of whether the reserved goods are resold without or after processing. Even after the assignment to GRIMME, the ordering party is authorised to collect these receivables. GRIMME's right to collect receivables itself shall remain unaffected thereby; however, GRIMME undertakes not to collect the receivables as long as the ordering party duly fulfils its obligations towards GRIMME or the right to collect has not already been revoked or as long as no petition for the opening of insolvency proceedings has been filed.
- 8.4. The ordering party shall keep a register from which the assigned receivables and their debtors as well as all information required for collection can be derived. GRIMME shall have the right to demand this list as well as all documents belonging to the receivable and to notify the debtors of the assignment.
- 8.5. If the delivery item is resold together with other goods not belonging to GRIMME, the ordering party's claim against the customer shall be deemed assigned in the amount of the GRIMME delivery price.
- 8.6. If the ordering party accepts used machines in payment within the framework of the resale of goods subject to retention of title in the ordinary course of business, he shall transfer the ownership of these goods, which he acquires from the trade-in of the goods, to GRIMME as security already today.
- 8.7. If the reserved goods are processed with other objects not belonging to GRIMME, GRIMME shall acquire co-ownership of the new object in the ratio of the value of the reserved goods to the other processed objects at the time of processing. The Customer shall keep property/co-property in safe custody for GRIMME.
- 8.8. An application for the opening of insolvency proceedings against the ordering party shall entitle GRIMME to withdraw from the contract and to demand the immediate return of the delivery item.
- 8.9. At his request, the ordering party has a claim to the release of securities if he proves that the available, valuable securities exceed GRIMME's total receivables by more than 25 % (excess security). GRIMME shall determine the order in which securities shall be released, equitably weighing the interests of both parties. Irrespective of this claim, GRIMME shall also release securities prior to termination of the contract or the business relationship to the extent that these are no longer required.

9. Warranty for defects

- 9.1. Subject to special agreements, such as for used or exhibition machines, parts, etc., GRIMME shall, at its own discretion, repair free of charge or replace with a faultless part machines/parts that turn out to be unusable or significantly impaired in their usability as a result of a circumstance that occurred prior to the transfer of risk, in particular due to faulty design, faulty material or faulty workmanship. Defects must be reported immediately in writing. Replaced parts become GRIMME property.
- 9.2. The ordering party shall give GRIMME the necessary time and opportunity to carry out necessary repairs / replacement deliveries; otherwise GRIMME shall be released from liability for the consequences arising therefrom.
- 9.3. If the complaint is justified, GRIMME will correct the defects at its discretion by free repair or replacement delivery.
- 9.4. If the supplementary performance fails, after the 2nd attempt of correction or supplementary performance, the customer is entitled, at his discretion, to demand withdrawal or reduction. All further claims - for whatever legal reasons - are excluded.
- 9.5. GRIMME is not liable for damage that has not occurred to the delivery item itself; in particular not for loss of production, interruption of operations, the costs of any recall campaign, reduced earnings or other financial losses of the customer.
- 9.6. Otherwise GRIMME takes over the costs of the replacement part including shipping, the costs of removal and installation including travel costs, as far as reasonable.
- 9.7. In the case of only insignificant defects, the ordering party shall only be entitled to reduce the purchase price. The right to reduction of the purchase price shall otherwise be excluded.
- 9.8. GRIMME shall not be liable for unsuitable / improper use, faulty assembly or commissioning, natural use, tear, faulty or negligent use, improper maintenance, use of unsuitable equipment or replacement materials, improper storage, chemical, electrochemical or electrical influences. The same applies to changes to the delivery item made without prior written consent.
- 9.9. The warranty ends twelve months after delivery of the delivery item to the customer, unless the customer has resold the unused delivery item. In this case, the purchaser must send GRIMME the fully completed and signed



handover declaration immediately after handover of the delivery item to his buyer. The warranty then expires twelve months after the date stated in the handover declaration; but latest 24 month after delivery to the purchaser.

10. Liability limit

- 10.1. GRIMME shall only be liable for damages which have not occurred to the delivery item itself in the event of intent, gross negligence on the part of organs or executive employees, culpable injury to life, limb or health, fraudulently concealed defects, warranty promises, defects to the extent that liability is assumed under the Product liability Act for personal injury or material damage to privately used items.
- 10.2. In the event of negligent breach of material contractual obligations, GRIMME shall only be liable for reasonably foreseeable damages typical for the contract. Further claims shall be excluded.
- 10.3. All claims of the ordering party - for whatever legal reason - are subject to a limitation period of 12 months.

11. Software usage

- 11.1. If software is included in the scope of delivery, the ordering party shall be granted a non-exclusive right to use the delivered software including its documentation exclusively in connection with the delivery item. It shall only be made available for use on the delivery item intended for this purpose. Use of the software on more than one system and outside the delivery item is prohibited.
- 11.2. The ordering party may only reproduce the software to the extent permitted by law for back-up purposes. The revision, translation or conversion of the object code into the source code is prohibited without prior written consent.
- 11.3. A right to consent shall exist if intervention is necessary in order to correct errors in the software or to be able to fulfil its intended purpose in connection with the delivery item.
- 11.4. The ordering party undertakes not to remove or alter manufacturer information - in particular copyright notices - without prior written consent.
- 11.5. All other rights to the software and the documentation including the copies shall remain with GRIMME / the software supplier.
- 11.6. The granting of sublicenses shall not be permitted. If the delivery item is resold, the customer may resell the rights to the software only to the extent granted to him in connection with the delivery item.

12. Privacy Policy

- 12.1. GRIMME processes the name, address, contact information, including order, invoice and machine data necessary for the performance and execution of contractually agreed services within the group. These data shall be deleted as soon as they are no longer required for their intended purpose and no legal storage periods oppose their deletion. A passing on of the data shall take place only in the context of the legal specifications. Appropriate legal precautions have been taken with the respective third parties / subcontractors involved in order processing in accordance with data protection law in order to ensure the protection of the data provided.
- 12.2. The rights of access, rectification, deletion, limitation of processing and the right of objection, even if consent is subsequently withdrawn, shall remain protected.
- 12.3. Upon receiving a corresponding notification, GRIMME will arrange, within the scope of the legal regulations the deletion, correction or blockage of your data.
- 12.4. On request the buyer shall receive free of charge information on all of his personal data stored Questions should be addressed to:

GRIMME Vertriebsgesellschaft mbH, Hunteburger Straße 32, 49401 Damme, Germany
Phone: +49 (0)5491 666-0, e-mail-address: grimme@grimme.de

13. Miscellaneous

Should any provision of this General terms be or become invalid or void, the remaining provisions of this agreement shall remain unaffected.

14. Applicable law, place of jurisdictional

- 14.1. The law of the Federal Republic of Germany shall exclusively apply to all legal relations between GRIMME and the ordering party.
- 14.2. All disputes arising from this contractual relationship shall have to be submitted to the Landgericht Oldenburg, Germany. GRIMME shall be entitled to institute legal proceedings at the ordering party's registered office.

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