

General Terms and Conditions of Business for Orders via the CLAAS Collection Online Shop (<https://collection.claas.com>)

As of September 2022

1. Scope of applicability, contracting partners, languages

1.1 The business relationship between CLAAS Service and Parts GmbH (hereinafter referred to as "CLAAS") and the Customer (hereinafter referred to as the "Customer") relating to products sold by CLAAS via the CLAAS Collection Online Shop (<https://collection.claas.com>) is exclusively governed by the following general contractual terms and conditions ("GTC", the version effective at the time the order is placed). Differing terms and conditions of the ordering party shall not be recognised unless their applicability is expressly approved by CLAAS in writing.

The online shop is directed at consumers as defined in Article 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB). Entrepreneurs are asked to contact customer service in advance.

1.2 These GTC regulate the details of the contractual relationship between CLAAS and the Customer and also contain important information for consumers. The Customer can access the General Terms and Conditions in the online shop upon ordering, save them on his/her computer and/or print them out. The General Terms and Conditions of Business applicable to the order shall be separately sent to the Customer again immediately after he/she submits his/her binding order, together with the contractual confirmation, on a durable data medium (by e-mail).

1.3 The languages available for the conclusion of the contract are German, English or French.

2. Order process / conclusion of a contract

2.1 By displaying the products in the online shop CLAAS makes a binding offer for the conclusion of a contract concerning those products.

2.2 The Customer may initially place those products in the shopping cart (without any obligation arising), inspect its contents at any time (without any obligation arising) by clicking on the "shopping cart" symbol and amend these using the designated correction tools. Products may be deleted from the shopping cart at any time.

2.3 The Customer's address and delivery data must be specified during the ordering process after he/she has checked the shopping cart. The Customer may correct any incorrect entries there. The ordering process may be cancelled at any point by closing the window.

Setting up a customer account means the Customer does not have to re-enter his/her order data (e.g. delivery address, invoice address) when placing subsequent orders. Furthermore, registered customers can view order information (e.g. current confirmed orders, order history) in their personal customer account.

The Customer is responsible for the correctness of the address data specified by him/her. He/she must specify the delivery address completely and correctly, such that delivery can be made without problems. In the event of changes to the Customer's order data CLAAS must be promptly contacted.

2.4 The General Terms and Conditions of Business may be accessed and printed out at any point during the order process by clicking on the "GTC" link (at the bottom of the online shop screen).

2.5 The contract is formed if the Customer accepts the offer for the goods in the shopping cart by agreeing to "make a binding purchase" by ticking the relevant box. Only then will the conclusion of the contract be forwarded to CLAAS.

2.6 Immediately after submitting his/her order the Customer shall receive a confirmation from CLAAS by e-mail. This will also contain details of the Customer's order, including additional information, particularly the contractual terms and conditions, which the Customer can save or print it out. The

summary of the contractual terms and conditions in this form is not stored at CLAAS and is therefore not accessible to the Customer there.

3. Cancellation right

As a rule, consumers have a statutory cancellation right upon the conclusion of a distance selling transaction. CLAAS informs you about that right in accordance with the provisions of law, as follows:

3.1 CANCELLATION NOTICE

Cancellation right

You have the right to cancel this contract within fourteen days, without giving reasons. The time limit for cancellation is fourteen days from the date when you or a third party nominated by you, although not the carrier, took possession of the last goods. In order to exercise your cancellation right you must inform us

**CLAAS Service and Parts GmbH Merchandising / CLAAS Collection Onlineshop
Mühlenwinkel 1
33428 Harsewinkel
Germany
E-mail: shop@claas.com
Tel. +49 (0) 5247-12 3200**

by means of an unequivocal declaration (e.g. a letter sent by post, fax or e-mail) about your decision to cancel this contract. You may use the attached standard cancellation form for that purpose, but it is not required.

In order to comply with the time limit for cancellation it is sufficient that you send the notification stating that you wish to exercise your cancellation right before the end of the time limit for cancellation.

Consequences of cancellation

If you cancel this contract, we must refund all payments that we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a different type of delivery than the lowest-cost standard delivery offered by us), promptly and no later than within fourteen days from the date when we received the notification of your cancellation of this contract. For that repayment we shall use the same means of payment that you used for the original transaction, unless explicitly agreed otherwise with you. On no account shall we charge you fees due to that repayment. We may refuse the repayment until we have received the returned goods or until you have proved that you have sent them back, whichever occurs earlier.

You must send the goods back or hand them over to us promptly and in any event no later than within fourteen days from the date when you notified us of the cancellation of this contract. The time limit shall be deemed to have been complied with if you dispatch the goods before the end of the time limit of fourteen days. You shall bear the direct costs of the return shipment of the goods.

You shall be liable for any loss in value of the goods only if that loss of value is attributable to handling thereof which is not necessary for the purpose of verifying their quality/characteristics, properties or functioning.

End of cancellation notice

The cancellation right does not exist with regard to the delivery of goods,

- which are not prefabricated and for whose manufacture an individual choice or decision by the consumer is decisive or which are clearly tailored to the personal needs of the consumer (Section 312 g para. 2 no. 3 BGB),

- which may quickly perish or whose expiry data would be quickly exceeded (Section 312 g para. 2 no. 3 BGB),

- which for reasons related to health protection or hygiene are not suitable for return, if their seal has been removed after delivery,

- if, after delivery, due to their quality/characteristics, they have been inseparably combined with other goods (Section 312 g para. 2 no. 4 BGB),

- with regard to contracts on the delivery of audio or video recordings or computer software in a sealed package, if the seal has been removed after delivery.

Standard cancellation form

CLAAS informs you about the standard cancellation form in accordance with the provisions of law as follows. However, it need not be used.

Standard cancellation form

To

CLAAS Service and Parts GmbH Merchandising / CLAAS Collection Onlineshop
Mühlenwinkel 1
33428 Harsewinkel
Germany
E-mail: shop@claas.com
Tel. +49 (0) 5247-12 3200

–

I/we hereby cancel the contract concluded by me/us (*) on the purchase of the following goods (*)/ the provision of the following service (*)

–

Ordered (*)/received on (*)

–

Name of consumer(s)

–

Address of consumer(s)

–

Signature of consumer(s) (only for notification on paper)

Date

(*) Delete as appropriate.

Information on the regular costs of the return shipment:

We shall bear the regular costs of the return shipment for you if the returns sticker provided by us is used for the return shipment.

5. Prices/payment terms, invoice

5.1 The prices specified in the CLAAS Collection online shop are final prices in euros (including statutory VAT) subject to the addition of shipping costs. The costs for the shipment shall be displayed to the Customer on the respective product details page in the online shop when he/she clicks the “plus shipping costs” link. If shipment is carried out in several partial deliveries, the shipping costs shall only be charged once.

5.2 The following payment options are available to the Customer:

5.2.1 VISA/MasterCard credit cards: In the case of payment by VISA or MasterCard credit cards, your credit card will be charged when you conclude your order.

5.2.2 Paypal: If you make payment by PayPal, the time of payment is deemed to be the time of the order. If you choose PayPal as the payment method, the payment shall be processed via the payment service provider PayPal (Europe) S.à r.l. et Cie, S.C.A., 22–24 Boulevard Royal, L-2449 Luxembourg, subject to the applicability of the PayPal terms of use which, if you have an existing PayPal account, can be accessed online at <https://www.paypal.com/de/webapps/mpp/ua/useragreement-full>. Such payment requires, among other things, that the Customer open a PayPal account or already have such an account. If the Customer has no PayPal account the terms and conditions can be accessed at <https://www.paypal.com/de/webapps/mpp/ua/privacywax-full>.

5.2.3 Prepayment: In the case of the prepayment payment method, CLAAS' bank details shall be specified in the contract confirmation and the goods shall be delivered after payment is received. If, in the case of prepayment, payment is not received by the retailer within ten days from the receipt of the contract confirmation, the order shall be cancelled and the Customer shall be notified to that effect by e-mail.

5.3 Payments shall only be accepted from accounts within the European Union (EU).

5.4 CLAAS shall have the right to send the Customer the invoice as an electronic invoice (an invoice issued in an electronic format, e.g. as a PDF document) by e-mail.

6. Delivery and shipping terms

6.1 As a rule, the goods shall be delivered no later than within five (5) business days (Monday to Friday, public holidays excepted) after the conclusion of a contract within Germany.

Unless agreed otherwise, the delivery shall be made to the delivery address specified by the Customer in the order.

6.2 Deliveries shall only be carried out within the European Union. The maximum delivery period for delivery of goods outside Germany shall generally be ten (10) business days.

6.3 CLAAS shall have the right to make partial deliveries.

6.4 Once CLAAS has handed over the goods to the shipping company the Customer shall receive a shipping confirmation from CLAAS by e-mail and, if it is available and has been agreed, a link to the shipment tracking of the transport service provider showing the shipment status.

6.5 If, for reasons for which CLAAS is not responsible, it is unable to adhere to a binding delivery period (e.g. due to an event of force majeure), it shall promptly notify the Customer to that effect, specifying the new delivery period. If the new delivery period is not acceptable for the Customer, he/she shall have the right to rescind the contract with regard to the goods in question, in which case CLAAS shall promptly reimburse the Customer for any counterperformance already rendered by him/her. The statutory rights of the parties remain unaffected by this, for example any cancellation right of the Customer and the Customer's statutory warranty rights.

7. Retention of ownership

Until the purchase price has been paid in full the delivered goods shall remain the property of CLAAS.

8. Information on liability for material defects and time limitation of claims

The provisions of law on liability for material defects and time limitation of claims apply.

9. Liability

9.1 CLAAS shall only be liable for compensation for losses:

a) in the event of wilful misconduct or gross negligence; or b) in the event of culpable loss of life or injury to the body or health; or c) if a defect has been fraudulently concealed; or d) within the scope of a possible guarantee commitment; or e) in the event of liability under the German Product Liability Act (Produkthaftungsgesetz); or f) in the event of a culpable violation of key contractual obligations (i.e. obligations whose fulfilment enable proper performance of the contract and upon whose fulfilment the Customer can generally rely), including in the event of a breach due to minor negligence, but in that case limited to the reasonably foreseeable losses typical for such a contract.

9.2 The limitation of liability also applies to claims for reimbursement of expenses under Section 284 BGB.

9.3 Otherwise, claims for compensation for losses are excluded, irrespective of the legal basis for such.

10. Discount coupons and their redemption

Discount coupons are coupon codes that entitle the holder to a particular percentage discount in the CLAAS online shop. They may not be purchased and may only be issued by CLAAS for one-off use or multiple uses, for example as part of advertising campaigns, with a particular validity period. Such coupons can then only be redeemed within the specified period during an order process and only before the completion of the purchasing process. Any subsequent crediting is not possible and the value of a discount coupon will not be paid out in cash or bear interest. It is not possible to combine several discount coupons. The resale of a discount coupon is not permitted.

CLAAS reserves the right to make the validity dependant on a minimum order value or to exclude particular products from the discount. On no account may coupons be used towards shipping costs and they may also not be used for the purchase of books, magazines or gift vouchers.

11. Minors

The goods offered in the online shop are directed exclusively at adults.

12. Applicable law

12.1 All legal relationships between CLAAS and the Customer are subject to the laws of the Federal Republic of Germany, to the exclusion of the laws on the international purchase of movable goods (United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11.04.1980).

12.2 The above choice of governing law does not limit the mandatory protection of foreign consumer laws that would be applicable to the contractual relationship with the Customer without a choice of governing law.

13. Information on online dispute resolution

13.1 The EU Commission provides an internet platform for online dispute resolution (OS platform). This platform is intended to serve as a point of contact for out-of-court settlement of disputes in connection with contractual obligations stemming from online purchase contracts. The OS platform can be accessed via the following link: <https://ec.europa.eu/consumers/odr>.

13.2 The e-mail address used by CLAAS is specified under contact details and in the legal notice. CLAAS is neither willing nor obliged to settle disputes with consumers before an arbitration body.

14. Data protection

CLAAS complies with the provisions of law with regard to the processing of the Customer's personal data, including the contract data (e.g. order, delivery, invoice and payment information). Details can be found in the privacy policy, which can be accessed under "data protection".