

General Terms and Conditions for Purchase Agreements concluded via the CLAAS Collection online shop platform between

CLAAS Service and Parts GmbH

- hereinafter referred to as **“Supplier”** -

and

the customer named in Art. 2 of the Agreement

- hereinafter referred to as **“Customer”** -

Art. 1 – Scope and Definitions

The business relationship between CLAAS Service and Parts GmbH (hereinafter referred to as the “Supplier”) and the customer (hereinafter referred to as the “Customer”) relating to products sold by the Supplier via the CLAAS Collection online shop (<https://collection.claas.com>) and the CLAAS Merchandising catalogue shall be exclusively governed by the following General Terms and Conditions in their respectively valid version at the time the order is placed. Any terms and conditions of the ordering party shall not be recognised, unless expressly approved by the Supplier in writing.

You may conclude the purchase contract in English, German or French.

Art. 2 – Contract Conclusion

1. The Customer shall be permitted to place an order via the CLAAS Collection online shop from CLAAS Service and Parts GmbH. The presentation of goods in the online shop and catalogue merely represents a non-binding invitation to the Customer to place an order for the respective goods from CLAAS Service and Parts GmbH.

2. When placing an order via the CLAAS Collection online shop, the Customer may select products from the Supplier’s range and collect these non-bindingly in a so-called shopping basket via the “Add to basket” button, the content of which can be reviewed non-bindingly by the Customer at any time by clicking the button “My basket”. The products may be deleted from the basket at any time. The Customer clicks on the “Place binding order” button to place a binding purchase order for the goods contained in the basket. Prior to placing the order, the Customer can view and change the details at any time. An order shall only be possible if the Customer accepts these contractual terms and conditions by clicking the button “I accept the Terms and Conditions of CLAAS Service and Parts GmbH”, hence including these in the order.

3. The Supplier shall send the Customer an automated order confirmation by post, fax, or e-mail, to reaffirm the details of the Customer’s order and which, if sent via e-mail, can be printed out by the Customer via the “Print” function. The automated order confirmation merely documents the Supplier’s receipt of the Customer’s order and by no means constitutes acceptance of the order.

The contract shall only be entered into through the Supplier’s statement of acceptance within two working days of placing the order, which is either sent in a separate e-mail, fax, or mail, or which is enclosed in the notification of dispatch (confirmation of dispatch) or in the delivery of the goods.

4. The Customer is responsible for the correctness of his address data he has declared. The Customer has to declare the address data in a complete and correct manner enabling a delivery without any complications. In case of any problems with the order form, the Customer has to contact the Supplier. At once after receipt of the order confirmation, the Customer has to check the address data regarding its correctness and completeness. In case of needs for changes, the Customer has to inform the Supplier at once, at the latest on next working day.

Art. 3 – Product Availability, Delivery, Undeliverable Shipments

1. If the product chosen by the Customer is out of stock at the time of ordering, the Supplier shall immediately notify the Customer of this via e-mail or by post. In as far as the Customer has already rendered payments, these shall be reimbursed. If the product is temporarily unavailable and unavailable over the long term, the Supplier shall refrain from stating acceptance. In this case no contract shall be concluded.

2. Delivery and billing shall be rendered in the name of and for the account of CLAAS Service and Parts GmbH, Muehlenwinkel 1, D-33428 Harsewinkel.

3. The Supplier shall be entitled to make partial deliveries.

4. If the delivery to the Customer is not successful due to reasons the Customer is liable for (e.g. because the address was declared incorrect or incomplete or the logistician could not meet the Customer despite multiple attempts), the Supplier may cancel the contract. In this case, the amount paid by the Customer including shipping costs will be repaid within 10 working days. The notice of cancellation will be carried out by credit note of the Supplier. In case of reorder, the Customer may not claim the availability of the originally ordered product or the consideration of a rebate code or voucher that was limited in time.

Art. 4 – Prices, Delivery Charges

1. All prices quoted on the website and in the Catalogue are inclusive of the respectively applicable VAT rate.

2. Deliveries shall be made within Germany and the rest of the European Union. Deliveries to other countries shall only be made upon request submitted to the Supplier. The Customer may view the respective delivery charges directly under product overview on the order page.

3. The corresponding delivery charges within Germany or for deliveries to Austria, Belgium, Denmark, Finland, France, Ireland, Italy, Luxembourg, Netherlands, Poland, Portugal, Sweden, and Spain shall be displayed to the Customer on the order form located in the online shop basket as well as in the “Shipping Charges” box in the online shop and shall be borne by the Customer.

4. The goods will be delivered optionally via the shipping company DHL or UPS.

5. Should delivery need to be made in several stages for technical or logistic reasons, the corresponding delivery costs shall only be charged once.

6. In the event of cancellation, we shall bear the regular return shipment costs if the return sticker we have provided is used for the return delivery; otherwise you will have to bear the regular return shipment costs.

Art. 5 – Terms of Payment

1. The Customer may pay by way of advance payment, by PayPal or by credit card. The invoiced amount will be initially reserved on your credit card. Your credit card will not be charged until your order has been dispatched.
2. In the case of advance payment, the Customer shall be sent a request for payment via e-mail or by post.
3. Payment of the purchase price shall be due immediately after contract conclusion. If the due date for payment is set by calendar, the Customer shall already be deemed in default if the payment deadline is missed. In this event the Customer shall be liable to pay the Supplier default interest in the amount of 5 percentage points above the base lending rate of the European Central Bank.
4. The Customer's obligation to pay default interest shall not exempt the Supplier from asserting additional compensation claims.
5. You hereby accept to receive invoices solely in electronic form.

Art. 6 – Warranty for Material Defects

1. The Supplier shall be liable for material defects pursuant to the applicable legal provisions, in particular Sections 434 ff. of the German Civil Code (BGB). With respect towards entrepreneurs, the warranty period for items delivered by the Supplier shall be 12 months.
2. In the event of delivered items having visible material or manufacturing defects, including damage caused by transportation, the Customer must immediately notify the Supplier, unless the Customer is a consumer.

Art. 7 – Liability

1. Claims for damages by the Customer shall be excluded. Exceptions in this respect shall be damage claims asserted by the Customer for injury to life, limb, or health, or for breach of material contractual obligations, and liability for any other damage caused by a deliberately or grossly negligent breach of duty by the Supplier, its legal representatives, or vicarious agents.
2. In the event of a breach of obligations whose fulfilment enables due and proper execution of the very contract itself and in whose observance the ordering party may normally trust ("material contractual obligations"), the Supplier shall only be liable for contract-typical, foreseeable damage if this is caused by simple negligence, unless the Customer's damage claims relate to injury to life, limb or health.
3. The restrictions set out in paragraphs 1 and 2 shall apply in favour of the Supplier's legal representatives and vicarious agents where claims are asserted directly against them.
4. This shall not affect the provisions of the German Product Liability Act (Produkthaftungsgesetz).

Art. 8 – Cancellation Right

1. If the Customer is a consumer, the Customer shall have the following cancellation right:

Cancellation Policy Notice

Right to Cancellation

You have the right to cancel this contract within 14 days without stating any reasons. The cancellation period is 14 days as of the day on which you, or a third party named by you other than the carrier, has taken possession of the goods. To exercise your cancellation right, you must inform us

CLAAS Service and Parts GmbH
Merchandising / CLAAS Collection online shop
Muehlenwinkel 1
D-33428 Harsewinkel
E-mail: shop@claas.com
Hotline: +49 (0)5247-12 3200
Fax: +49 (0) 5247-12 1451

of your decision to cancel this contract by sending us a clear statement to this effect (e.g. letter sent via the postal service, fax or e-mail). You may use the attached sample cancellation form to do so if you wish, though this form is not mandatory.

To observe the cancellation period it is sufficient for you to send off the statement on exercising your cancellation right before the cancellation period expires.

Consequences of Cancellation

If you cancel this contract we shall be obliged to return all payments received from you, including delivery charges (with the exception of extra costs arising from your use of a different type of delivery than the least expensive standard delivery offered), immediately and no later than 14 days as of the day on which we received your statement on cancellation of this contract. To effect this repayment we shall use the same currency which you used for the original transaction, unless something to the contrary has been expressly agreed with you; under no circumstances shall we charge you for this return payment. We may refuse repayment until we have received the returned goods or until you have provided proof of return shipment of the goods, whichever is the earlier.

You shall be obliged to return or hand over the goods to us immediately or no later than within 14 days as of the day you informed us of your cancellation of this contract. To observe this deadline it is sufficient for you to send off the goods prior to expiry of the 14-day period.

You shall bear the direct costs of the return shipment of the goods.

You only need pay for any loss in value of the goods if this loss in value is attributable to your handling the goods in a manner unnecessary to check their condition, properties, and functionality.

End of Cancellation Policy Note

Information about the direct costs of the return shipment:

We shall assume the return shipment costs if the return sticker we have provided is used for the return delivery.

[Sample Cancellation Form](#)

2. The right of cancellation shall not apply to contracts for the delivery of audio and video recordings if the consumer breaks the seal on the data carrier.

3. Prior to returning the goods, the Customer is requested to call the Supplier under phone number +49 (0)5247 – 12 3200 or to send an e-mail to shop@claas.com and provide notification of the return to enable its speedy processing. The customer shall not be obligated to do so, however; this shall in no way affect the right to cancellation.

4. The Customer is also requested to provide sufficient postage so as to avoid excess postage. The costs shall be immediately reimbursed by the Supplier, also by way of advance payment at the request of the Customer, unless the Customer itself is obliged to bear the return costs. At the request of the Customer, the Supplier shall send the Customer a return sticker. Again in this respect, this shall in no way affect the right to cancellation.

Art. 9 – Reservation of Title

The delivered goods shall remain the property of the Supplier until payment has been made in full.

Art. 10 – Privacy Policy

See Privacy Policy.

Art. 11 – Instructions relating to the German Battery Ordinance (Batterieverordnung)

In conjunction with the sale of batteries and rechargeable batteries (included with some devices) the Supplier, as a retailer, is required by the German Battery Ordinance to make the consumer aware of the following:

Please dispose of used batteries as instructed by law and do not dispose of them in household waste, as is expressly forbidden by the Battery Ordinance; instead dispose of them at a municipal collection point or returning them free of charge to your local retailer. You may return any batteries received from us after they have been used to the Supplier free of charge under the following address or return them to the Supplier by post with sufficient postage prepaid.

CLAAS Service and Parts GmbH
Muehlenwinkel 1
D-33428 Harsewinkel

Batteries containing harmful substances bear a sign consisting of a crossed-out rubbish bin and the chemical symbol (Cd = cadmium, Hg = mercury, or Pb = lead) of the applicable heavy metal classified as being a harmful substance.

Further information on such batteries are to be found in the operating manuals of the respective manufacturer and on the website of the Federal Ministry for the Environment, Nature Conservation and Nuclear Safety (www.bmu.de).

Art. 12 – Instructions relating to the German Electrical and Electronic Equipment Act (Elektro- und Elektronikgerätegesetz)

Under the Electrical and Electronic Equipment Act (ElektroG) manufacturers are required to take back electrical and electronic equipment free of charge. The Supplier does not sell its own brands and is therefore not required to register these since all of the products sold via the online shop have already been labelled and registered by the manufacturer. Such old equipment can be returned to an appropriate collection point free of charge. Your local waste disposal company will be able to clarify any related queries. Further information on the Electrical and Electronic Equipment Act are to be found on the website of the Federal Ministry for the Environment, Nature Conservation and Nuclear Safety (www.bmu.de).

Art. 13 – The Online Dispute Resolution Regulation (Regulation (EU) No 524/2013, article 14)

The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed at <http://ec.europa.eu/consumers/odr/>.

The Supplier is neither obligated nor willing to participate in dispute settlement proceedings before a dispute resolution body.

Art. 14 – Concluding Provisions

1. Contracts concluded between the Supplier and the Customer shall be governed by the law of the Federal Republic of Germany subject to the exclusion of UN legislation governing the sale of goods. This choice of law does not apply to the mandatory consumer protection regulations of the country in which you, the customer and consumer, have your usual place of residence.

2. In as far as the Customer is a businessman, a public corporation, or a special fund under public law, any disputes arising from contractual relations between the Customer and the Supplier shall be settled by a competent court of law having jurisdiction at the seat of the Supplier.

3. Should any of the foregoing provisions be invalid or become so, this shall not affect the validity of the remaining provisions.

4. The text of the contract is stored by us after contract conclusion. You may call up the text of the contract via your customer account.

These contractual terms and conditions are provided merely as a courtesy translation of the legally applicable German original terms and conditions and shall have no legal effect in themselves.

Status as per 23 January 2020