

Terms and Conditions of Purchase of PTx Trimble GmbH

PTx Trimble GmbH, Franz-Kleine-Straße 18, 33154 Salzkotten
(nachfolgend „PTx Trimble“ genannt)



1. DEFINITIONS

"PTx Trimble" refers to PTx Trimble GmbH or affiliated companies that purchase the goods or use the services (as specified in the relevant order or contract).

"Contract" refers to the order together with all other written agreements concluded by the parties regarding the sale of the goods or services contained in the order ("executed contract"), in which case the terms of the executed contract shall prevail to the extent that they conflict with the order.

"Goods" means the goods (including any partial deliveries or parts thereof) that are the subject of the order.

"Order" means the Terms together with the terms set out on the front of a PTx Trimble order.

"Party" means PTx Trimble or the Seller individually.

"Parties" means PTx Trimble and the Seller collectively.

"Officer or Government Official" means any person or entity that actually or temporarily performs the following functions:

- a) Head or employee of a department, section or agency of the federal, state or local government;
- b) An official or employee of an international public organisation;
- c) Any person acting as an agent for or on behalf of the above persons.

"Sanctions and Trade Controls" means all current and future sanctions, export controls and anti-boycott laws, regulations, orders, directives, designations, licences and decisions of the European Union, the United Kingdom, the United States of America and all other countries that are relevant to activities related to this Agreement.

"Sanctioned Person" means a person or organisation owned or controlled by one or more persons who:

- a) are subject to sanctions and trade controls; or
- b) are located, organised or resident in a country, region or territory that is subject to sanctions and trade controls, or whose government is subject to sanctions and trade controls.

"Seller" means the party entering into a contract with PTx Trimble and selling the goods or providing the services.

"Services" means the services (if any) covered by the order or contract.

"Terms and Conditions" means these terms and conditions together with all documents referred to herein.

2. SCOPE

These Terms and Conditions apply to all goods and/or services purchased from the Seller. The contract constitutes the entire agreement between the parties with respect to an order and supersedes all prior understandings, agreements, negotiations, representations and warranties, and written and oral communications relating to the subject matter of the order.

Any terms and conditions of the Contractual Partner that conflict with or deviate from these Terms and Conditions of Purchase shall not be recognised unless their validity is expressly agreed to in writing. This defence clause shall also apply if the Contractual Partner accepts or performs services without reservation in the knowledge of conflicting or deviating terms and conditions.

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The order under the agreed terms and conditions shall only be binding on PTx Trimble if the seller accepts the order (i) in writing, (ii) electronically (if legally permissible) or (iii) by performance in accordance with the agreed terms and conditions. Changes or modifications to this order shall only be valid if confirmed in writing by PTx Trimble.

The seller undertakes to deliver the goods and/or services in accordance with these terms and conditions. The seller confirms that they had the opportunity to review the terms and conditions of purchase prior to concluding the contract and agrees to their validity. The terms and conditions of purchase will be provided in text form upon request.

For sellers from the USA: The application of the so-called 'last shot rule' or 'battle of the forms' pursuant to Section 2-207 UCC is expressly excluded.

3. DELIVERY AND SHIPPING

3.1 All goods/services must be delivered/provided by the due dates specified in the order or in any other document issued by PTx Trimble and delivered to the seller. If the due dates are not met, the seller shall automatically be in default.

3.2 All goods must be accompanied by a delivery note listing the goods, the quantity, the part number, the number of cartons or other packaging units and the PTx Trimble order numbers.

3.3 Compliance with delivery dates is of critical importance. If the goods are not delivered/services are not provided by the due date, PTx Trimble shall be entitled to cancel the order or contract (without prejudice to other remedies).

3.4 PTx Trimble shall be entitled (without prejudice to other remedies) to reject any goods/services that do not comply with the specifications, and goods/services shall only be deemed to have been accepted by PTx Trimble after a period of at least 30 working days. PTx Trimble shall notify the seller within ten (10) working days of discovering any defect.

3.5 If goods are delivered to PTx Trimble on an ongoing basis for production, all delivery schedules sent by PTx Trimble to the Seller shall form part of the Contract. AGCO reserves the right to adjust the delivery schedules accordingly after giving reasonable notice.

3.6 The Seller shall package the goods in a manner suitable for shipment.

4. TRANSFER OF TITLE AND RISK

Title and risk of loss for the goods shall pass upon delivery to the location specified in the contract. The seller shall insure the goods adequately until they are accepted by PTx Trimble.

5. PRICE AND PAYMENT

5.1 Unless otherwise specified, the price of the goods/services includes appropriate packaging, freight, insurance and other costs and expenses necessary for the Seller to fulfil the order, as well as all applicable taxes and duties, including social security, labour and/or tax contributions of any kind. Prices may not be adjusted without prior written agreement.

5.2 All payments shall be made in accordance with the relevant contract. The invoice must contain: (i) a reference to the order number; (ii) in the case of a partial delivery, the corresponding number must be indicated (e.g.: 1/4, 2/4...); (iii) the Seller's bank details; (iv) a breakdown of the goods/services; and (v) a highlighting of any taxes or duties that must be deducted or withheld by PTx Trimble in accordance with the applicable legal situation. If the payment date does not fall on a working day, it shall be deemed to be postponed to the first following working day.

5.3 PTx Trimble shall be entitled to offset any payments due to the seller against any payments due from the seller to PTx Trimble.

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5.4 Failure by the Seller to comply with any of the obligations set out herein shall result in the invoice being rejected and the payment period being extended accordingly.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership of all intellectual property rights and know-how (whether protectable or not, including copyrights, trademark rights, patents and licence rights, as well as know-how) created by the Seller or by a third party on behalf of the Seller for the purpose of performing the Contract shall be transferred to PTx Trimble. The Seller shall, upon request, provide PTx Trimble with information about these rights and know-how and shall provide PTx Trimble with reasonable assistance in transferring ownership to PTx Trimble.

6.2 The Seller undertakes not to sell any goods or services that contain PTx Trimble's intellectual property rights or have been developed by the Seller in cooperation with PTx Trimble without the prior written consent of PTx Trimble.

6.3 The Seller undertakes not to use the name, company name, logos, trademarks or service marks of PTx Trimble in public communications, advertisements, sales reports, product packaging or materials of any kind without prior written consent.

7. CONFIDENTIALITY

7.1 The Seller shall treat all information and know-how disclosed to it by PTx Trimble that is not publicly available as strictly confidential and shall not disclose or reveal such information and know-how to its employees or third parties, unless this is necessary for the performance of the Contract and provided that the relevant persons are subject to confidentiality obligations similar to those applicable to the Seller.

7.2 The Seller shall treat the terms of the Contract as confidential.

7.3 The confidentiality obligation shall remain in force even after the termination, cancellation or expiry of the contract or the cooperation between the Seller and PTx Trimble.

8. WARRANTIES AND DISCLAIMER

8.1 The Seller warrants that the Goods (i) fully comply with the agreed samples, drawings, specifications, markings and other written agreements, (ii) do not infringe any third-party rights, (iii) are of merchantable quality in terms of material, construction and workmanship, (iv) are free from defects and suitable for their intended use, (v) are free from liens, security interests or other encumbrances, and (vi) comply with all applicable legal requirements and regulations relating to the sale of the goods.

8.2 The Seller warrants that the Services will be performed by suitably qualified and trained personnel with due care and diligence and that the delivery of the Goods and/or performance of the Services under this Agreement will be in compliance with all applicable laws.

8.3 Without prejudice to any other remedies and subject to mandatory legal provisions, if goods or services are not delivered or performed in accordance with this Agreement, PTx Trimble shall be entitled, at its sole discretion, to: (i) demand that the Seller immediately repair the goods or deliver replacement goods or services in accordance with the Agreement; (ii) cancel the order and demand repayment of any part of the price already paid, if the goods are materially defective; (iii) refuse to accept further deliveries or partial deliveries of the goods and/or services if the Seller is in default, unless this is due to the (contributory) fault of PTx Trimble; (iiii) return the defective goods or parts thereof to the seller at the seller's expense; (iiiii) after expiry of a repair period (if necessary), carry out or have carried out, at the seller's expense, the work necessary to bring the goods or services into conformity with the contract.

8.4 The Seller shall indemnify PTx Trimble and PTx Trimble's subsidiaries, affiliates, authorised dealers and distributors, as well as their officers, directors, employees, agents, successors, assigns and customers, to the extent permitted by law, against any liability, loss, damage, cost or expense incurred by PTx Trimble as a result of the following circumstances: (i) a breach of any warranty given by the Seller in relation to the Goods or Services; (ii) claims that the goods or services or their importation, use or resale infringe any patent, copyright, design right, trademark or other intellectual property right of any third party, unless the claim arises from compliance with a specification provided by PTx Trimble; (iii) acts or omissions of the Seller's employees in connection with the provision of the Services; and (iiii) any claims against PTx Trimble in respect of any loss, damage or expense suffered by the employees or agents of PTx Trimble or any customer or other third party, to the extent that such loss, damage or expense was caused by or arose from the Goods or Services. The Seller shall not enter into any settlements under this Section 8.4 without the prior written consent of AGCO. This section on indemnification shall survive the termination, cancellation or expiry of the Agreement.

8.5 For Goods containing emissions-related components: If Goods contain emissions-related components, the Seller shall provide PTx Trimble with the required emissions-related warranty and maintenance instructions in a timely manner.

9. ASSIGNMENT, SUBCONTRACTORS AND SUBCONTRACTORS

9.1 The Seller may not assign the contract in whole or in part or have it performed by a third party without the written consent of PTx Trimble.

9.2 The Seller shall be liable for its sub-suppliers and subcontractors to the same extent as for itself.

10. TOOLS

10.1 If it is agreed that PTx Trimble will pay directly or indirectly for the tools or other equipment used by the Seller to manufacture the goods ("Tools"), ownership of the Tools shall pass to PTx Trimble at the time they are put into service by the Seller. The Seller may not sell any tools without the prior written consent of PTx Trimble.

10.2 The Seller shall, at its own expense, (a) clearly mark and identify the Tools as the property of PTx Trimble; (b) maintain the Tools in good condition and replace any lost or destroyed parts immediately; and (c) insure the Tools against all risks at full replacement value.

10.3 Upon termination of a contract between PTx Trimble and the Seller, PTx Trimble shall be entitled to take possession of all relevant tools after payment of all outstanding amounts for the tools in question to the Seller. The Seller shall grant PTx Trimble and its agents access to its premises for the purpose of removing such tools and shall cooperate with PTx Trimble to ensure the proper handover of the tools and the continuity of supply of the goods. Any right of retention of the Seller in relation to the tools (if any) is excluded.

11. INSPECTION

PTx Trimble may inspect and test goods during manufacture, processing or storage after giving prior notice to the Seller. Such inspection shall in no way constitute acceptance of the goods.

12. SPARE PARTS

PTx Trimble strives to ensure that its products have the longest possible service life for the end customer. This requires the availability of spare parts. The seller therefore undertakes to inform PTx Trimble in good time at of any product discontinuations so that PTx Trimble can stock up accordingly.

13. SAFETY REQUIREMENTS

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13.1 If the Seller requires access to PTx Trimble's premises in order to fulfil its obligations under the Contract, it must comply with PTx Trimble's applicable safety policies and requirements and notify PTx Trimble of any substances to be brought onto PTx Trimble's premises and provide information on the hazards of the substances, their storage location and use, and, if necessary, carry out its own C.O.S.H.H. (Control of Substances Hazardous to Health) assessments and provide PTx Trimble with all details.

13.2 To the extent permitted by law, the Seller shall indemnify PTx Trimble against any liability and all expenses, damages, costs and outlays incurred by PTx Trimble as a result of the Seller's breach of the above provisions of this Clause 13.

14. ANTI-CORRUPTION

14.1. The Seller declares that it is familiar with the United States Foreign Corrupt Practices Act and all other applicable anti-corruption laws, is aware of their provisions and will comply with all their provisions, being aware of the civil and criminal penalties to which it is subject if it disregards the restrictions and prohibitions contained therein.

14.2 In accordance with this agreement, the Seller shall not, directly or indirectly, make or accept any payments or valuables to any public official or government representative in order to influence their official acts or decisions.

14.3. The Seller represents and warrants that none of its directors, officers or employees holds any position as a public official or government employee, and undertakes in this Agreement to notify PTx Trimble immediately and provide full information on the matter if any such person takes up a position as a public official or government employee.

14.3 The Seller undertakes not to make any payments or offer any items of value, either directly or indirectly, to public or government officials during the term of this Agreement with the aim of influencing the actions or decisions of such officials.

15. SANCTIONS AND TRADE CONTROLS

The Seller represents and warrants that (i) unless permitted by applicable sanctions and trade controls, neither the Seller nor its respective subsidiaries or affiliates are domiciled, organised or resident in a jurisdiction subject to sanctions and trade controls, and neither the Seller nor its respective subsidiaries are sanctioned persons; (ii) they are aware of and will comply with all applicable sanctions and trade controls; (iii) they will not take any action (or comply with any applicable legal obligation) that would cause AGCO to violate sanctions and trade controls or otherwise be subject to penalties; (iv) it will not re-export any products it has received from PTx Trimble under this Agreement, directly or indirectly, to Belarus or the Russian Federation, or for use in Belarus or the Russian Federation, if such products are subject to Article 12g of Council Regulation (EU) No 833/2014 or any other equivalent provision of applicable export controls. Furthermore, the Seller shall not be entitled to use any intellectual property rights, trade secrets or other information granted or transferred to it by PTx Trimble in connection with high-priority common items as defined in Annex XL to Council Regulation (EU) No. 833/2014 and which are intended for direct or indirect sale, delivery, transfer or export to Belarus or the Russian Federation or for use in Belarus or the Russian Federation. (v) At the request of PTx Trimble, the Seller shall provide all reasonable assistance necessary to enable PTx Trimble to carry out any activities or disclose any relevant documentation required by any competent authority or agency in any relevant jurisdiction for the purpose of complying with or assisting in any investigation relating to sanctions and trade controls, including providing the export classification of the components to PTx Trimble if requested. The Seller undertakes to indemnify PTx Trimble, to the extent permitted by law, against any loss, damage, fines or penalties that may arise from the Seller's breach of this Clause 16; and (vi) to notify PTx Trimble immediately of any breach of these clauses, even if unintentional.

FOR GOODS SHIPPED BY THE SELLER TO THE UNITED STATES: AGCO has been accepted into the Customs Trade Partnership Against Terrorism Act (C-TPAT) to protect the security of the United States' borders. When shipping goods to the United States, the seller must comply with the security requirements listed by US Customs authorities on the following website: <https://www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-againstterrorism>,

which are incorporated into this agreement by reference. 17. CODE OF CONDUCT As a prerequisite for doing business with AGCO, all suppliers must comply with our Supplier Code of Conduct, which can be found at AGCO Supplier Code of Conduct (agcocorp.com). This Code describes the ethical standards and practices we expect from our suppliers, including, but not limited to, compliance with all applicable laws and regulations, respect for human rights, and a commitment to environmental sustainability. By agreeing to do business with AGCO, suppliers acknowledge these standards and commit to adhering to them throughout their operations and supply chains.

16. TERMINATION

The contract shall be automatically terminated if the other party becomes insolvent or is unable to pay its debts as they fall due.

17. Force Majeure

Events of force majeure beyond the control of PTx Trimble that significantly impede or render impossible the fulfilment of its contractual obligations shall release PTx Trimble from its obligation to accept the goods and/or make payment for the duration and to the extent of the effects. Force majeure includes, in particular, natural disasters, official measures, war, acts of terrorism, strikes, pandemics, epidemics, energy or raw material shortages, and other unforeseeable and unavoidable events.

PTx Trimble shall be entitled to withdraw from the contract in whole or in part in the event of force majeure if the effects last longer than 30 calendar days or if it is foreseeable that delivery in accordance with the contract cannot be made within a reasonable period of time. The seller shall be obliged to inform PTx Trimble immediately of the occurrence and expected duration of an event of force majeure. Any replacement deliveries or alternative means of performance require prior written consent. Further legal or contractual rights remain unaffected.

18. SEVERABILITY CLAUSE

Should any provision of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a provision shall be deemed to have been agreed which comes closest to the economic interests of the parties and is legally permissible. The same shall apply in the event of a loophole. In any case, an interpretation shall be made that best preserves the interests of the parties.

19. APPLICABLE LAW/PLACE OF JURISDICTION

All legal relationships between the parties shall be governed exclusively by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

The exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Salzkotten, provided that the supplier is a merchant, a legal entity under public law or a special fund under public law. However, PTx Trimble is also entitled to bring legal action at any other legally permissible place of jurisdiction.