

GENERAL TERMS AND CONDITIONS B2B (DISTRIBUTION / TRADING PARTNER) ROBERT AEBI LANDTECHNIK AG

1. SCOPE

- 1.1. These General Terms and Conditions (“**GTC**”) form an integral part of the distribution agreement agreed between Robert Aebi Landtechnik AG (“**RALAG**”) and the distribution or trading partner (“**Dealer**”) and govern the contractual relationship between RALAG and Dealer when purchasing goods and services (unless otherwise specified, hereinafter “**Goods**”) via a stationary RALAG branch (“**Offline Business**”) or via the online shop Business to Business (“**Online Shop B2B**”) (“**Online Business**”). Written agreements made in individual cases, such as the conditions sheet or the sales model, at all times take precedence over the GTC.
- 1.2. Dealer’s clients are hereinafter referred to as end clients (“**End Clients**”).
- 1.3. Dealer’s General Terms and Conditions apply to contracts concluded between Dealer and End Clients offline or via an online shop Business to Business to Customer (“**Online Shop B2B2C**”) provided by RALAG and operated by Dealer. RALAG is not party to these contracts and is completely uninvolved. RALAG therefore assumes no liability for these contracts.
- 1.4. Third-party software products may also be offered in connection with the Goods. For these, the separate licence conditions of the relevant software manufacturers apply. Dealer acknowledges that the rights arising from these licence conditions are to be asserted directly and exclusively against the relevant software manufacturers.
- 1.5. RALAG reserves the right to amend these GTC at any time. The version of these GTC in force at the time of the conclusion of the contract will apply in each case. Any terms and conditions of Dealer that conflict with or deviate from these GTC will not be recognised.
- 1.6. All agreements between RALAG and Dealer, in particular all ancillary contractual agreements and subsequent contractual amendments, must be in writing to be effective. This will also apply to any amendment and/or supplement to these GTC and to any change in the requirement of written form. Legally relevant representations and notifications to be made by Dealer to RALAG after conclusion of the contract must be in writing to be effective.

2. CONTRACT CONCLUSION

- 2.1. The presentation of Goods in advertising, in brochures or in the Online Shop B2B constitutes an invitation to make an offer and not a binding proposal to conclude a contract.
- 2.2. By executing an order via the Online Shop B2B, in a branch, by phone or in writing (in particular via email), Dealer makes a binding request to conclude a purchase contract. The request is binding for Dealer for 30 days, but no longer than as long as the Goods can be found via the search engine in the Online Shop B2B and/or the stock lasts.
- 2.3. A purchase contract with RALAG will only be concluded when RALAG confirms the order in writing. Any price and offer changes are reserved.

3. GOODS AND PRICES

- 3.1. The presentation of Goods in advertising, in brochures or in the Online Shop B2B is for illustrative purposes and is non-binding. RALAG reserves the right to modify the range of Goods and their presentation at any time and to remove certain Goods from the range completely. Any liability for typographical errors, incorrect or incomplete information and representations is excluded.
- 3.2. In the Online Shop B2B2C as well as in offline contracts concluded between Dealer and the End Client, Dealer is solely responsible for pricing.
- 3.3. Delivery costs are calculated on the basis of delivery type, weight, dimensions and urgency of the ordered Goods. Any shortage and/or express surcharges are shown online when the order is placed or offline in the sales conditions or purchase contracts. The costs for machine deliveries and special deliveries will be assessed and charged in each specific individual case. Subsequent deliveries for non-bulk goods up to 30kg are free of shipping costs. For deliveries abroad, the delivery costs will be assessed and charged in each specific individual case.
- 3.4. Any sales price conditions are regulated individually in the business relationship and apply exclusively to the goods groups regulated therein. Any blanket application of sales price conditions and deviating conditions of Dealer will not be recognised. RALAG reserves the right to change conditions at any time. The sales price conditions applicable at the time of the order and granted by RALAG will be decisive in each case.
- 3.5. RALAG reserves the right to unilaterally change the sales prices at any time. The price stated in the Online Shop B2B at the time of the order will be decisive for the conclusion of the purchase contract. All prices are subject to error and RALAG is not obliged to enter into the contract in such case.

4. PRICE CHANGES AFTER ORDER AND RIGHT OF WITHDRAWAL

- 4.1. RALAG reserves the right to unilaterally change the sales prices between the time of the order and the time of delivery. In the event of an adjustment of the sales price after the time of the order, Dealer will be notified immediately by email of the change in sales price and/or, if the purchase price has already been paid, RALAG will immediately send Dealer an invoice by email for the outstanding portion of the adjusted sales price. In the case of advance payment, the Goods will not be dispatched until payment has been received; the delivery time may be delayed accordingly. Payment will be subject to the provisions set out in Clause 11 analogously.
- 4.2. Should the increase in the purchase price as per Clause 4.1 exceed 20% (less inflation), Dealer has the right to withdraw from the contract. If Dealer exercises its right of withdrawal as per this Clause 4.2, it will inform RALAG within 14 days of receipt of the invoice as per Clause 4.1 in writing. The contract will only be deemed terminated when RALAG confirms this in writing. Any purchase price already paid will be refunded to Dealer within four weeks of RALAG's confirmation of the termination of the contract.

5. PURCHASE OPTION IN THE CASE OF RENTAL

- 5.1. If Dealer rents Goods, Dealer will have the option, at RALAG's sole discretion and subject to written agreement with RALAG, to purchase the Goods at the end of the rental period, if applicable. The parties will reach a separate written agreement on any

crediting of the rental interest paid by Dealer against the purchase price. Dealer will not be entitled to credit the rental interest paid by Dealer against the purchase price.

- 5.2. The separate "[RALAG General Rental Conditions](#)" apply to the rental of Goods.

6. AVAILABILITY AND DELIVERY TIME

- 6.1. RALAG endeavours to ensure the best possible availability of the Goods offered in the Online Shop B2B and to comply with the delivery times indicated therein. However, especially due to production or delivery bottlenecks, there may be delays in delivery. All information on availability and delivery time is therefore without guarantee and may change at any time.
- 6.2. If ordered Goods are not available, the order may not be carried out in full. RALAG expressly reserves the right to either cancel the order or to make only a partial delivery. In such a case, Dealer will be informed accordingly.
- 6.3. Dealer is responsible for not entering into any commitments to its End Clients that Dealer may not be able to fulfil due to, among other things, the availability and delivery time of the products.
- 6.4. In case of non-compliance with the delivery time, Dealer may not cancel the contract, unilaterally withdraw from it, refuse to accept the ordered Goods or claim compensation for direct or indirect loss.

7. RETENTION OF TITLE

- 7.1. Until full payment of the purchase price, including any interest on arrears and costs, a retention of title within the meaning of Art. 715(1) of the Swiss Civil Code will exist in favour of RALAG. Until the purchase price has been paid in full, Dealer may not sell, pledge, lend or rent out the Goods without RALAG's prior written consent.
- 7.2. RALAG is authorised to have the retention of title entered in the retention of title register.

8. INSPECTION OBLIGATION / NOTICE OF DEFECTS

- 8.1. Dealer must inspect the purchased item immediately upon receipt and, if a defect is found, report it in writing within eight (8) days of receipt. If Dealer fails to make this written notification, the purchased item will be deemed to have been approved, unless it is a defect that was not recognisable during the inspection.
- 8.2. If a defect in the purchased item becomes apparent at a later date, Dealer must report this defect in writing immediately after discovery; otherwise the purchased item will be deemed to have been approved in this respect as well.
- 8.3. To comply with the prescribed written form, transmission by email to garantie@robert-aebi.com will be sufficient, provided receipt of the email is confirmed by RALAG.

9. WARRANTY AND GUARANTEE

- 9.1. For Goods that are or were subject to a manufacturer's warranty, the statutory warranty is completely excluded to the extent permitted by law. If the Goods still have a current manufacturer's warranty, RALAG will provide the services owed therein during its term. The warranty provisions of the applicable manufacturer's warranty will take precedence

over the provisions of these GTC and may be requested at garantie@robert-aebi.com, stating a machine serial number.

- 9.2. Warranty claims for new Goods that were or are at no time subject to a manufacturer's warranty, and REMAN, are completely excluded to the extent permitted by law.
- 9.3. For used Goods, in particular used machinery, such as agricultural machinery, electric vehicles, tractors, motorised agricultural machinery and lawn and grounds maintenance machinery, the warranty is completely excluded to the extent permitted by law.
- 9.4. If a defect occurs which is demonstrably due to material or manufacturing defects, Dealer will be entitled exclusively to free rectification in the form of removal of the defect. RALAG will have the right, at its sole discretion, to effect a replacement delivery, reduction in price or rescission instead of rectification.
- 9.5. Warranty claims against RALAG must be reported in writing immediately after discovery or recorded in the systems provided for such purpose. To comply with the written form, transmission by email to garantie@robert-aebi.com will be sufficient, provided receipt of the email is confirmed by RALAG.
- 9.6. Defects may only be removed by specialist personnel authorised by the manufacturer. If the work to remove the defects is carried out by unauthorised third parties, this is done at Dealer's own expense and risk, in which case RALAG's warranty ends immediately.
- 9.7. Excluded from the warranty is damage due to natural wear and tear, inadequate maintenance, disregard of operating instructions, excessive stress, unsuitable operating materials, unauthorised modifications or conversions, etc. The warranty claim will be forfeited if the ordered Goods are not installed or maintained in accordance with the manufacturer's instructions or the installation instructions issued by RALAG or if the Goods are handled improperly.
- 9.8. Rectification does not extend the general warranty period for the Goods.
- 9.9. Dealer will hand over the Goods to RALAG for rectification upon request.
- 9.10. Dealer's warranty claims are regulated in this Clause 9 expressly and conclusively. Any further warranty claims (such as replacement, reduction or rescission) are at the sole discretion of RALAG and are hereby expressly excluded.
- 9.11. Maintenance or service of the Goods is the responsibility of Dealer or the End Client. RALAG will not be liable for any losses resulting from neglect of these duties.

10. RIGHT OF RETURN

General

- 10.1. RALAG grants Dealer a right to return the ordered Goods under the conditions and restrictions set out below. The return period is in principle 14 days after receipt of the Goods. Timely dispatch is sufficient to meet the deadline. Deviating return periods can be seen in the Online Shop B2C on the relevant product page under "Specifications".
- 10.2. There is no right to return machines and devices. The right of return may also be excluded or limited for certain categories of items and for items with a value of CHF 2,000.00 or more. Furthermore, the return of incomplete, damaged or soiled Goods is excluded.

- 10.3. If Dealer exercises its right of return, RALAG will check the return after receipt of the Goods and decide whether a refund can be made. If the answer is in the affirmative, RALAG will refund the entire purchase price to Dealer less any shortage and/or express surcharge paid and less any storage fees.
- 10.4. Refunds will be made within four weeks of receipt and successful verification of the return.
- 10.5. For a full refund of the purchase price, the Goods must be returned with opened or unopened, but in any case with undamaged original packaging and in unused condition, as new, with all the accessories.
- 10.6. In the case of online transactions, the return must be registered in advance. The return must be registered via Dealer's dealer account, specifying the item to be returned and the reason for the return. Dealer will then receive an email confirmation of receipt of the return request. Returned Goods that have not been registered in advance or have been registered via other means will result in a processing fee of CHF 20. Goods that do not meet the return conditions will be returned at the expense of Dealer. The shipping costs for the return are fully at the expense of Dealer.
- 10.7. Dealer must ensure that the return is well packaged for shipment and that it keeps all related documents. RALAG is not liable for lost or damaged Goods during shipment.
- 10.8. In the case of offline transactions, the Goods are returned to the branch where they were purchased. When returning the Goods to the branch, they must be presented to the relevant client service together with the invoice receipt. Returns to the branch are free of charge.

Return of Collection items

- 10.9. Returns of Collection items must be shipped to the following address:
 Robert Aebi Landtechnik AG
 JohnDeereShop.ch
 Riedthofstrasse 100
 CH-8105 Regensdorf

Return of spare parts and accessories

- 10.10. RALAG charges the following storage fees for the return of spare parts and accessories:

No	Reason	Storage fee
1	Wrong item ordered	10% of net value
2	Item is not needed	10% of net value
3	Error in spare parts catalogue	No fees
4	Wrong delivery	No fees
5	Return of old parts (REMAN)	No fees

Returns of spare parts and accessories with a value per position up to and including CHF 20 (net value) will not be refunded for reasons 1 and 2.

- 10.11. RALAG reserves the right to refuse to take back the following special items or to charge an increased storage fee:
 - Electronic control units

- Items from special procurements
 - Special parts requested by Dealer
 - Individual parts from bundle sets or from new machines
 - Items not as new or installed
 - Items with a value of CHF 2,000.00 or more (gross value) per position
- 10.12. When using a factory reconditioned item (“**REMAN**”), Dealer is obliged to return the used part to RALAG. The value of the used part is already deducted from the new price of the REMAN item and will therefore not be refunded when the part is returned. If the used part is not returned, Dealer will be charged for the deposit.
- 10.13. Returns of spare parts and accessories must be shipped to the following address:
- Robert Aebi Landtechnik AG
Parts-Retouren
Riedthofstrasse 100
CH-8105 Regensdorf

11. PAYMENT TERMS, PAYMENT DEFAULT AND WITHDRAWAL FROM RALAG

- 11.1. RALAG accepts the payment methods displayed to Dealer during the ordering process in the Online Shop B2B. More information can be found under [“Payment options”](#).
- 11.2. In the case of purchase by credit card, the relevant amount will be blocked or reserved at the time of placing the order. However, the effective debit will take place only with the order confirmation by RALAG.
- 11.3. In case of purchase on advance payment or payment on account, the Goods will be shipped only after receipt of payment. The delivery time may be delayed accordingly.
- 11.4. In the case of purchase on account, the invoice amount will be paid according to the payment term stated on the invoice without any deduction.
- 11.5. The payment method fees chargeable by RALAG can be viewed under [“Payment options”](#) and are detailed in the ordering process.
- 11.6. Payment dates will also be observed if transport, delivery, assembly, commissioning or acceptance of the delivery is delayed or rendered impossible for reasons beyond RALAG’s control. If, by way of exception, Dealer has to be granted extended payment dates, Dealer will pay interest on arrears for payments still outstanding after completion of the delivery. In the absence of any written agreement to the contrary, interest on arrears will be payable at a rate of at least 8% per annum, calculated from the due date.
- 11.7. Upon unused expiry of the payment period, Dealer will be in default without reminder. If Dealer is in payment default, all RALAG’s claims arising from the business relationship with Dealer will become due for payment immediately.
- 11.8. Non-acceptance, payment default or other changes in Dealer’s circumstances that jeopardise payment of RALAG’s claims will entitle RALAG, at its sole discretion, to elect to: (i) insist in writing on the performance of the purchase contract and claim damages from Dealer for delay; (ii) waive Dealer’s performance and claim damages from Dealer for non-performance, in which case RALAG may claim from Dealer 15% of the purchase price as damages in addition to the value of the non-rendered performance in any case;

(iii) rescind the contract, in which case RALAG may claim from Dealer compensation for the loss resulting from the default. RALAG will, at its sole discretion, have the optional additional right to demand security for all claims against Dealer; and/or to provide outstanding services only against advance payment, notwithstanding the agreements made for the same.

11.9. RALAG will charge a handling fee for the reminder in addition to the default interest. In the event of unsuccessful reminders, the invoice amounts may be assigned to a company entrusted with collection. The company entrusted with the collection will claim the outstanding amounts in its own name and for its own account and may charge additional processing fees.

12. RISK ASSUMPTION

12.1. RALAG assumes the risk of loss, destruction and depreciation of the Goods until they are handed over.

12.2. If Dealer is late in accepting the Goods or in paying, risk passes to Dealer.

13. DATA PROTECTION

The processing of personal data by RALAG is governed by the [Privacy statement](#), which describes how such data is collected and processed and the purpose for which it is used.

14. WAIVER OF OFFSETTING

Pursuant to Art. 126 of the Swiss Code of Obligations, Dealer waives the right to offset any counterclaims against RALAG's claims, such as reduction of remuneration, costs of substitute measures, claims for damages, etc.

15. LIABILITY

15.1. When handling the purchased Goods, the manufacturer's instructions and the information on the packaging must be observed. Defective devices and machines must be taken out of operation immediately.

15.2. RALAG's liability is limited to intent and gross negligence. RALAG will on no account be liable in particular for (i) slight negligence, (ii) indirect losses, consequential losses, downtime and the like as well as lost profits, (iii) unrealised savings, (iv) losses resulting from delayed delivery, (v) losses resulting from termination of the contract pursuant to Clause 4 as well as (vi) any acts and omissions of RALAG's auxiliary persons, whether contractual or non-contractual.

15.3. Otherwise RALAG rejects liability if the following events occur: (i) improper storage, adjustment or use contrary to the terms of the contract; (ii) use of incompatible spare parts or accessories (e.g. power supply); (iii) failure to carry out maintenance and/or improper modification or repair; (iv) force majeure, in particular damage caused by natural hazards, moisture, falls and impacts, etc., beyond RALAG's control, and (v) official orders.

- 15.4. Any applicable mandatory provisions of the Product Liability Act are reserved.
- 15.5. If a data carrier or Goods containing a data storage device is handed over to RALAG, Dealer must in any case expect a partial or complete loss of its data. Dealer is solely responsible for the correct storage and protection of its data and for taking all necessary measures for such purpose. RALAG accepts no liability whatsoever for any possible loss of data.

16. PLACE OF PERFORMANCE / PLACE OF JURISDICTION / APPLICABLE LAW

The place of performance and place of jurisdiction is the registered office of RALAG in Regensdorf, Switzerland. The legal relationship will be governed by Swiss substantive law to the exclusion of the United Nations Vienna Convention on Contracts for the International Sale of Goods.

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