

GENERAL TERMS AND CONDITIONS B2C (END CLIENT)

ROBERT AEBI LANDTECHNIK AG

1. SCOPE

- 1.1. These General Terms and Conditions (“**GTC**”) govern the contractual relationship between Robert Aebi Landtechnik AG (“**RALAG**”) and the end client (“**Client**”) both when purchasing goods and services (unless otherwise specified, hereinafter “**Goods**”) via a stationary RALAG branch (“**Offline Shop**”) and when purchasing Goods via the online shop Business to Customer (“**Online Shop B2C**”) (“**Online Shop**”). Clients are understood to be both “private clients” (natural persons who purchase Goods for personal or family consumption or use) and “business clients” (commercial purchasers). Unless otherwise specified, all provisions of the GTC apply equally to private clients and to business clients.
- 1.2. For service, repair and other work performed by RALAG on Goods, in particular on agricultural machines, electric vehicles, tractors and lawn and grounds maintenance machines purchased by Client, which is not performed within the scope of the warranty under the law of sale as per Clause 10, the service provisions as per Clause 14 apply.
- 1.3. 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. Client acknowledges that the rights arising from these licence conditions are to be asserted directly and exclusively against the relevant software manufacturers.
- 1.4. 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 Client that conflict with or deviate from these GTC will not be recognised.
- 1.5. All agreements between RALAG and Client, 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 Client 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 B2C 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 B2C, in a branch, by phone or in writing (in particular via email), Client makes a binding request to conclude a purchase contract. The request is binding for Client for 30 days, but no longer than as long as the Goods can be found via the search engine in the Online Shop B2C 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.
- 2.4. For all orders with a minimum age requirement of 18 years, by placing the order Client confirms compliance with these legal provisions.

3. GOODS AND PRICES

- 3.1. The presentation of Goods in advertising, in brochures or in the Online Shop B2C 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. All sales prices published in the Online Shop B2C represent final prices in CHF and already include the legally prescribed value added tax. Any recycling fees, incentive taxes (e.g. volatile organic compounds) and other fees may be included in the price or shown separately.
- 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 Client will not be recognised. 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 change the sales prices and conditions at any time. The price stated in the Online Shop B2C at the time of the order will be decisive for the conclusion of the purchase contract. All prices and conditions 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, Client 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 Client 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 12 analogously.
- 4.2. Should the increase in the purchase price as per Clause 4.1 exceed 20% (less inflation), Client has the right to withdraw from the contract. If Client 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 Client within four weeks of RALAG's confirmation of the termination of the contract.

5. PURCHASE OPTION IN THE CASE OF RENTAL

- 5.1. If Client rents an object, Client will have the option, at RALAG's sole discretion and subject to written agreement with RALAG, to purchase the rented object 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 Client against the purchase price. Client will not be entitled to credit the rental interest paid by Client against the purchase price.
- 5.2. The separate "[RALAG General Rental Conditions](#)" apply to the rental of rented object.

6. AVAILABILITY AND DELIVERY TIME

- 6.1. RALAG endeavours to ensure the best possible availability of the Goods offered in the Online Shop B2C and to comply with the delivery times indicated therein. However, especially due to production or delivery bottlenecks (as well as for deliveries abroad), 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, Client will be informed accordingly.
- 6.3. In case of non-compliance with the delivery time, Client may not cancel the contract, unilaterally withdraw from it, refuse to accept the ordered Goods or claim compensation for direct or indirect loss.

7. CLICK & COLLECT

For Click & Collect orders, Client will receive a confirmation email stating the date from which the Goods will be ready for collection at the branch Client has selected. The Goods are reserved for Client for 14 days. If Client does not collect the Goods within this period, a grace period of 14 days will be set by email. After expiry of this grace period, the Goods will be deemed not to have been accepted and the non-acceptance provisions as per Clause. **12.9** will apply.

8. RETENTION OF TITLE

- 8.1. 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, Client may not sell, pledge, lend or rent out the object of purchase without RALAG's prior written consent.
- 8.2. RALAG is authorised to have the retention of title entered in the retention of title register.

9. INSPECTION OBLIGATION / NOTICE OF DEFECTS

- 9.1. Client 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 Client 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.

- 9.2. If a defect in the purchased item becomes apparent at a later date, Client must report this defect in writing immediately within eight (8) days of discovery; otherwise the purchased item will be deemed to have been approved in this respect as well.
- 9.3. To comply with the prescribed written form, transmission by email to parts@robert-aebi.com will be sufficient, provided receipt of the email is confirmed by RALAG.

10. WARRANTY AND GUARANTEE

- 10.1. 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.
- 10.2. For new Goods that were or are at no time subject to a manufacturer's warranty at any time, and for REMAN, RALAG warrants to private clients that they will be free from material and manufacturing defects during the warranty period. The warranty period for new Goods and REMAN for private clients is 24 months, beginning with receipt by Client. For business clients, 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.
- 10.3. For used Goods, in particular used machinery, such as agricultural machinery, tractors, motorised agricultural machinery and lawn and grounds maintenance machinery, and used materials, the warranty is completely excluded to the extent permitted by law.
- 10.4. If a defect occurs which is demonstrably due to material or manufacturing defects, Client 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.
- 10.5. Warranty claims against RALAG must be notified in writing immediately after discovery. 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.
- 10.6. Defects may only be removed by RALAG and by specialist personnel authorised by the manufacturer. If the work to remove the defects is carried out by Client itself or by unauthorised third parties, this is done at the Client's own expense and risk, in which case RALAG's warranty ends immediately.
- 10.7. 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. Client loses its warranty claim if it does not install or maintain the ordered Goods in accordance with the manufacturer's instructions or the installation instructions issued by RALAG or if it handles the Goods improperly.
- 10.8. Rectification does not extend the warranty period for the Goods.
- 10.9. Client will hand over the Goods to RALAG for rectification upon request.

- 10.10. Client's warranty claims are regulated in this Clause 10 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.

11. RIGHT OF RETURN

General

- 11.1. RALAG grants Client 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".
- 11.2. 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.
- 11.3. If Client 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 Client less any shortage and/or express surcharge paid and less any storage fees.
- 11.4. Refunds will be made via the same payment method as the original payment within four weeks of receipt and successful verification of the return. In the case of a mixed payment with a gift card, the portion paid by the gift card will be refunded on the gift card in the event of a return. The residual amount will be refunded by the same payment method as the original payment.
- 11.5. 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.
- 11.6. In the case of online transactions, the return must be registered in advance. The return must be registered via Client's personal client account in the Online Shop B2C, stating the item to be returned and the reason for return. Client 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 Client. The shipping costs for the return are fully at the expense of Client.
- 11.7. Client 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.
- 11.8. 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

- 11.9. 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

11.10. 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.

11.11. 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 Client
- 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

11.12. When using a factory reconditioned item (“**REMAN**”), Client 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, Client will be charged for the deposit.

11.13. Returns of spare parts and accessories must be shipped to the following address:

Robert Aebi Landtechnik AG
Parts-Retouren
Riedthofstrasse 100
CH-8105 Regensdorf

12. PAYMENT TERMS, PAYMENT DEFAULT AND WITHDRAWAL FROM RALAG

12.1. RALAG accepts the payment methods displayed to Client during the ordering process. More information can be found under [“Payment options”](#).

12.2. 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.

12.3. 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.

12.4. 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.

- 12.5. Cash payment is available for Click & Collect and other orders that are collected from a branch, provided this payment method is available during the ordering process.
- 12.6. The payment method fees chargeable by RALAG can be viewed under “Payments options” and are detailed in the ordering process.
- 12.7. 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, Client has to be granted extended payment dates, Client 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.
- 12.8. Upon unused expiry of the payment period, Client will be in default without reminder. If Client is in payment default, all RALAG’s claims arising from the business relationship with Client will become due for payment immediately.
- 12.9. Non-acceptance, payment default or other changes in Client’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 Client for delay; (ii) waive Client’s performance and claim damages from Client for non-performance, in which case RALAG may claim from Client 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 Client 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 Client; and/or to provide outstanding services only against advance payment, notwithstanding the agreements made for the same.
- 12.10. 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.
- 12.11. Discounts or vouchers will only be accepted on the terms and conditions shown on the voucher. A voucher code or value must be entered during the ordering process. Discounts not claimed in the process can no longer be granted retroactively. Discounts cannot be accumulated.

13. RISK ASSUMPTION

- 13.1. RALAG assumes the risk of loss, destruction and depreciation of the Goods until they are handed over.
- 13.2. If Client is late in accepting the Goods or in paying, risk passes to Client.

14. SERVICE

- 14.1. Goods purchased from RALAG, in particular agricultural machinery, tractors, motorised agricultural machinery, electric vehicles and lawn and grounds maintenance machinery, can be brought to RALAG for service or repair. The contract for the performance of such

service, repair or other work for remuneration will be deemed to have been concluded upon RALAG's acceptance of Client's request.

- 14.2. With the contract for the performance of work for remuneration, permission for test drives and test deployments will be deemed to have been granted at the same time.
- 14.3. As far as possible, Client will be given the estimated price of the work for remuneration commissioned by Client when the contract is concluded, otherwise Client may set cost limits. If the work for remuneration cannot be carried out at the price stated or if it proves necessary to carry out additional work or use additional parts or materials, the costs stated by RALAG may be exceeded by 20%. In the event of a foreseeable overrun of the stated costs by more than 20%, Client will be informed thereof, whose consent will be deemed to have been given if Client does not immediately object to an extension of the work for remuneration.
- 14.4. Client will provide, at its own expense, all materials and supplies and perform all other acts necessary for the adjustment of the object of the order and for the performance of the test. If Client fails to comply with its obligations, RALAG will be entitled, but not obliged, to perform the acts in its place and at its expense. RALAG's statutory rights and claims will otherwise remain unaffected.
- 14.5. If Client terminates the contract, whether because the cost estimate has been exceeded or for other reasons, Client will pay for the work and costs incurred up to that point, including expenses for spare parts ordered and already procured, as well as the profit.
- 14.6. Upon completion or acceptance of the commissioned service, repair or other work for remuneration, RALAG's entire remuneration will be due for payment. This remuneration will be paid by Client immediately and without any deduction.
- 14.7. The information provided by RALAG on execution times for service, repair or other work for remuneration is based on estimates and is therefore non-binding.
- 14.8. RALAG will notify Client of the completion of any service, repair or other work for remuneration. Client will accept the object of the order within 14 days of its knowledge of the completion of the commissioned work for remuneration. If the service, repair or other work for remuneration has not been objected to by Client at the time of acceptance or if acceptance has not taken place in due time, the object of the order will be deemed to have been duly accepted and approved. If Client has been notified of the completion of the commissioned work for remuneration, the risk will pass to Client.
- 14.9. Client must notify RALAG in writing immediately within eight (8) days of any defect in the service, repair or other work for remuneration that was not identifiable at the time of acceptance. If Client fails to give such written notice, the service, repair or other work for remuneration will be deemed to have been approved.
- 14.10. With regard to material defects, the statutory warranty is completely excluded to the extent permitted by law for new Goods (spare parts, new material and REMAN) installed by RALAG within the scope of service, repair or other work for remuneration that were or are subject to a manufacturer's warranty. If the Goods still have a current manufacturer's warranty, RALAG will provide the services owed therein during its term. Otherwise the provisions of Clause 10 of these GTC concerning warranty and guarantee will apply with regard to material defects.

- 14.11. Warranty claims arising from service, repair or other work for remuneration performed by RALAG are excluded completely to the extent permitted by law (in particular rectification, compensation, replacement, rescission or reduction).
- 14.12. The objects handed over by Client for service, repair or the performance of other work for remuneration are not insured against fire, theft, transport and storage damage, etc. These risks must be insured by Client or will be insured by RALAG at Client's express request and expense.
- 14.13. Liability for the loss of money, valuables of any kind or documents (e.g. business documents) and data in the object of the order is excluded. Client will ensure that no such valuables are present in the object of the order.
- 14.14. RALAG is entitled to a right of retention as per Art. 895 of the Swiss Civil Code in respect of its claims arising from the contract in respect of Client's repair or other object of the order that has come into its possession on the basis of the contract.

15. 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.

16. WAIVER OF OFFSETTING

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

17. LIABILITY

- 17.1. 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.
- 17.2. RALAG's liability is limited to intent and gross negligence. 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 as well as (v) any acts and omissions of RALAG's auxiliary persons, whether contractual or non-contractual.
- 17.3. 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 by Client or third parties; (iv) force majeure, in particular damage caused by natural hazards, moisture, falls and impacts, etc., beyond RALAG's control, and (v) official orders.
- 17.4. Any applicable mandatory provisions of the Product Liability Act are reserved.

17.5. If a data carrier or Goods containing a data storage device is handed over to RALAG, Client in any case expect a partial or complete loss of its data. Client 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.

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

The place of performance and exclusive place of jurisdiction is the registered office of RALAG in Regensdorf, Switzerland. The place of jurisdiction clause does not apply to cases where civil procedure law prescribes another place of jurisdiction. 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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