

General Terms and Conditions for Thüringer Agrartechnik & Maschinenbau GmbH

I. General, scope

The following terms and conditions ("terms") apply to all business relationships between Thüringer Agrartechnik & Maschinenbau GmbH, based in Dingelstädt, and customers who are entrepreneurs within the meaning of §14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law. Any deviating, conflicting or supplementary terms and conditions and/or other unilateral customer regulations such as purchasing terms and conditions do not become part of any contract with us even if we accept the order, unless we expressly agree to their validity.

II. Offers, contracts

Our offers, regardless of whether in writing, in text form, or verbal, are always subject to change and non-binding. Offer documents such as drawings, illustrations, quantities, etc. are only approximate; we are only obliged to accept a customer's order if the offers are expressly designated as binding. Otherwise, orders are only considered accepted when we have confirmed them in writing.

III. Shipping, delivery period

1. As far as we are responsible for the delivery, we are free to select the route, modes, and personnel for the transport.
2. A fixed date applies only if expressly agreed. Likewise, dates and delivery times are generally non-binding, unless expressly agreed otherwise. However, a prerequisite for the delivery date or the start of the delivery period is that all technical and business details of the order have been clarified and the customer has fulfilled all of its obligations (e.g. making any required down payment). The delivery period is extended appropriately in the event of unforeseen events, regardless of whether they occurred in our plant or that of one of our upstream suppliers. This applies in particular to: Business disruptions, strikes, lockouts and natural disasters. If the delay lasts more than 8 weeks, the customer is entitled to withdraw from the contract.
3. We are deemed to have met the delivery deadline if the delivery leaves our plant by the scheduled delivery date or if we have provided the customer notice that the order was ready for collection. If acceptance of the delivery is required, the date on which the delivery is accepted constitutes the delivery date unless there were grounds to refuse delivery.
4. If shipping or acceptance is delayed for reasons for which the customer is responsible, it shall be responsible for any costs incurred.
5. Within the agreed delivery periods, we are entitled to make partial deliveries and provide partial services, provided the total quantity of the order remains unchanged and insofar as this is reasonable for the customer.

6. Even when a fixed time of delivery or a fixed delivery date is agreed upon, the customer must first grant us a reasonable grace period in writing before declaring the delivery to be in default. After its expiry, the client may cancel the order or that part of the order that is not ready to ship by the end of said grace period.

IV. Transfer of risk, shipping

The risk passes to the customer once handed over to the railways, the forwarder, or the carrier, or once placed into storage awaiting collection, or, at the latest, when the order leaves the plant or warehouse, even if we are handling the delivery. If dispatch is delayed due to circumstances for which the customer is responsible or acceptance of delivery is delayed for any other reason, the risk transfers to the customer from the day on which the delay commenced.

V. Prices, terms of payment

1. Unless otherwise agreed, our prices are always net and are understood to be ex works without packaging, freight, postage, insurance or VAT.
2. Our invoices are due for payment immediately upon receipt and without any deductions.
3. If we become aware of facts that call the customer's creditworthiness into question (e.g. when a cheque is not honoured), or if the customer is in arrears with a payment by more than two weeks, the remaining account balance will immediately become due for payment. In this case, deliveries can be made dependent on concurrent payment.
4. In case of failure to meet the payment deadline, we are entitled per §353 of the German Commercial Code (HGB) to charge interest starting on the due date. In addition, in the event of default, we are entitled to charge default interest at a rate of 9 points above the base rate set by the European Central Bank. In addition, in the event of a delay in payment after notification to the customer, we can stop fulfilling our obligations until we receive the remuneration.
5. The customer also owes a flat penalty of € 40.00 in the event of a delay in payment. This also applies if the customer is in arrears with a down payment or other instalment payment. The flat fee of €40.00 will be deducted from the other damages incurred by us as+ a result of collection and legal proceedings.
6. It is our right per §§366, 367 BGB to determine which claims the customer must fulfil by payment.
7. The customer can only assert a right to offset or retain payments based on counterclaims if they are not disputed or if they have been legally established, in both cases provided they are based on the same contractual relationship.
8. We reserve the right to assign our accounts receivable to third parties for collection or factoring purposes.

VI. Defects

1. Deliveries are made according to our standard specifications. Deliveries must be checked for defects immediately. Visible defects or complaints must be reported immediately, i.e. no later than 7 days after delivery, otherwise the delivery shall be deemed approved. Any complaint about hidden defects must be made within 7 days of

discovery. The quality of the goods is based exclusively on what has been agreed. If we have agreed to make delivery based on customer drawings, specifications, samples, etc., the customer assumes the risk of ensuring that the result is fit for purpose. The goods are deemed to meet the agreed condition if they do so at the time of the transfer of risk defined in § 4 above.

2. In the event of complaints, we must be given the opportunity to work on mutually acceptable remedy. We are not responsible for defects caused by unsuitable or improper use or treatment of the goods by the customer or third parties nor for wear and tear.
3. In the event of a justified, timely complaint, we will remedy the defect at our discretion free of charge within a reasonable period of time, either with cost-free repair/correction or with a replacement delivery.
4. If we are in default providing said remedy, the buyer may withdraw from the contract once a reasonable grace period it has set has expired without result.
5. Any statements or promotions we make in public with regard to our goods, especially in advertising, brochures, or prospectuses, do not constitute a contractual specification of the quality of the goods or items.
6. Claims for defects by the customer are forfeited twelve months after acceptance of the delivery, services, or repairs. This does not apply if the law prescribes longer deadlines, i.e. in cases of injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty, in the event of fraudulent concealment of a defect or for product liability in accordance with the Product Liability Act.

VII. Liability, limitation of liability

1. We are fully liable for damage to life, limb and health that is based on an intentional or negligent breach of duty by us, our legal representatives or vicarious agents, as well as for damage that falls under the Product Liability Act, as well as for damage that is caused by intention or grossly negligent breaches of duty, as well as malice, or if we have made a guarantee.
2. We are also liable for damage caused by simple negligence, insofar as this negligence affects the violation of such contractual obligations, compliance with which is important for the achievement of the purpose of the contract and the customer regularly trusts or can trust that such "cardinal" obligations would be met, such as the defect-free delivery of the item. However, we are only liable if the damage is typically associated with and foreseeable for such contracts; said damages shall be limited to three times the gross total of the respective order. We are not liable for violations of non-essential contractual obligations made out of slight negligence.
3. The limitations of liability contained in the previous sentences also apply to our legal representatives, managers, and other vicarious agents. Any further liability is excluded irrespective of the legal nature of the asserted claim. Insofar as liability is excluded or limited by us, this also applies to the personal liability of our employees, labourers, representatives and other vicarious agents.
4. Claims for damages are forfeited one calendar year after the goods are delivered or the services are performed, whether the customer knows the cause or perpetrators of the damages or not. This does not apply if the law prescribes longer deadlines, i.e. in cases of injury to life, limb or health, in the event of an intentional or grossly negligent

breach of duty, in the event of fraudulent concealment of a defect or for product liability in accordance with the Product Liability Act.

VIII. Retention of title

1. All delivered goods remain our property until all claims from the business relationship, including future claims, have been fulfilled. This also applies when individual claims have been included in a current invoice and the balance has been confirmed.
2. The customer is obliged to keep the reserved goods safe and insure them against loss and damage at his own cost. The customer hereby assigns to us any relevant insurance claims in advance. We hereby accept this assignment. The customer is obliged to store and label the goods to which we retain the title separately. Any processing or reshaping of the goods to which we retain title done by the customer are being done on our behalf, but this does not, however, impose any obligations on us. In case the customer combines, mixes, unites or processes the goods under retention of title with other goods or transforms it jointly with other goods, we shall be entitled to a co-ownership of the emerging, new goods, in proportion to the invoice value of the reserved goods and the other goods value. In this respect, the new goods are deemed to be goods under retention of title within the meaning of these terms and conditions.
3. Any processing or reshaping of the goods to which we retain title done by the customer are being done on our behalf, but this does not, however, impose any obligations on us. In case the customer combines, mixes, unites or processes the goods under retention of title with other goods or transforms it jointly with other goods, we shall be entitled to a co-ownership of the emerging, new goods, in proportion to the invoice value of the reserved goods and the other goods value. In this respect, the new goods are deemed to be goods under retention of title within the meaning of these terms and conditions.
4. The customer may sell those goods to which we retain title only in the ordinary course of their business. Any other disposition of said goods, such as pledging and transfer by way of security, is not permitted. The customer hereby assigns to us in advance all claims due from the resale of the goods to which we retain title or other legal reasons up to an amount equal to 110% of the still unpaid portion of our receivables. We will release any assigned claims that go beyond this amount. In case of joint ownership, the assignment shall only include that share of the claim corresponding to our joint ownership share of the same. We hereby accept this assignment. Resale is only permitted if this assignment is secured.
5. The customer is revocably authorized to collect the assigned claims in the ordinary course of its business. Upon our request, the customer must notify its debtors of said assignment. We are entitled to notify them of the assignment at any time if the customer is in arrears with its payment obligations.
6. The customer's authorization to dispose of the goods subject to retention of title as well as to process, reorganize, combine and mix said goods, and to the collection of assigned claims, shall lapse upon the noncompliance with payment conditions, the unauthorized disposal of goods subject to retention of title, or the protesting of a cheque or bill, as well as if insolvency proceedings are commenced against the customer or we become aware of a significant deterioration of its financial situation. In these cases, we are entitled to take possession of the reserved goods immediately

without withdrawing from the contract, to enter the customer's business for this purpose, to request useful information about the reserved goods and any claims from their resale, as well as to inspect the customer's books to the extent that this serves to secure our rights. If we repossess the reserved goods, this constitutes a withdrawal from the contract only upon our express declaration.

7. If the total value of the collateral given to us exceeds our claims by more than 10%, the excess collateral will be released by us at our full discretion.

IX. Instruction, product liability

The customer is obliged to carefully observe any product information published by us and to pass it on to its customers. The customer agrees to make a corresponding agreement with its customers and to provide evidence of the same to us upon request. If the customer culpably fails to meet this obligation and product liability claims are subsequently made, the customer shall indemnify us internally from such claims upon first request.

X. Repairs, maintenance and service

1. Insofar as we have been commissioned by the customer to carry out repairs, maintenance, or service, the work shall be done in our workshop, unless otherwise agreed. The order includes permission to subcontract parts of said service, take the goods for test drives, or, if necessary, perform test runs. To prove that the goods are deemed roadworthy under the Traffic Code (StVZO), the customer shall provide us the vehicle registration certificate when placing the order. If an on-site visit is required, the customer is obliged to take the measures necessary to protect our staff. The customer must inform our staff about existing safety regulations insofar as they are relevant to the performance of their work. For the services to be provided on site, the customer must name a contact person for our staff who shall be on hand during the on-site service and competent and authorised to address all questions related to the order.
2. An express request must be for a binding cost estimate before the service is performed. Such request is binding only if made in writing and labelled as such. We may charge the customer for the provision of a cost estimate; this applies in particular if, in this context, work has been carried out on the device to be repaired or maintained (troubleshooting, etc.). If the service order is then placed, the prices for the services included in said cost estimate will not be recalculated.
3. The customer will be charged labour, i.e. time spent troubleshooting is billable at the hourly rate. We are entitled to require appropriate advance payment for repair, maintenance or service orders. The amount of the advance payment depends on the expected amount of time and the price of the materials to be used. When calculating prices for repairs, maintenance, or service, the prices for spare parts, materials and special services as well as the prices for work performed will be shown separately both on the cost estimate and on the final invoice. If the order is executed on the basis of a binding cost estimate, a reference on the invoice to the same shall suffice for a detailed list. Any additional work subsequently required is then listed separately.
4. Unless otherwise agreed, the fees for repair work are due immediately upon acceptance. Remuneration for other services that do not include work in the sense of §631 ff. BGB are due once the service has been provided. In the case of repair work,

we are entitled to place a lien on the item serviced up to the amount of our invoice (§647 BGB). Unless otherwise agreed, the customer will come to our location to accept the repair work. If the customer accepts an item despite being aware of a defect, it may only assert claims for defects to the extent described below if it has expressly reserved the right to do so in advance. If the customer wishes the serviced item to be delivered, this is at its own risk and expense. When it is to be delivered, the repairs must be accepted before the item is handed over delivery. The customer is in default of accepting delivery if it fails to collect the item within one week after being notified that the work was complete or the invoice was issued. For repair work which has been agreed to be done within one business day, this period shall be shortened to 2 business days. In the event of a delay in acceptance, we can calculate the customary storage fee for the items.

XI. Data protection

We are responsible under data protection law for the processing of customers' personal data for the purpose of executing the contract in accordance with Art. 6 para. 1 lit. b GDPR. Customer personal data shall be processed only to execute and process the contract. Personal data will not be passed on to third parties without customer consent for any purposes other than those that fulfil the contract. The data will be deleted as soon as it is no longer required for processing, unless we are required to retain it in accordance with Art. 6 para. 1 lit. c GDPR due to tax and commercial law obligations or the customer has consented to its continued retention per Art. 6 para. 1 lit. a GDPR.

The applicable data protection laws grant customers the following rights with regard to our processing of their personal data:

Right to information according to Art. 15 GDPR, right to correction according to Art. 16 GDPR, right to deletion according to Art. 17 GDPR, right to restrict processing according to Art. 18 GDPR, right to information according to Art. 19 GDPR, right to data portability according to Art. 20 GDPR, right to withdraw consent previously given according to Art. 7 para. 3 GDPR, and the right to lodge a complaint with the supervisory authority according to Art. 77 GDPR.

The customer may address any data protection questions or concerns to us at any time using the details given in our legal notice.

XII. Third-party rights, copyright

If deliveries are made according to instructions, specifications or other information provided by the customer and if the rights of third parties, in particular property rights, are violated, the customer is obliged to indemnify us from these claims upon first request and undertakes to provide us with liquid security in the form of a to provide direct, indefinite bank guarantees.

We reserve all property rights and copyrights to samples, suggestions and instructions for or about the goods to be delivered or their manufacture, as well as logos and brands. These objects and/or information may only be used in connection with the goods delivered by us and may not be made accessible to third parties without our express consent.

XIII. Force majeure

Force majeure, industrial disputes, riots, official measures and other unforeseeable, unavoidable and serious events release the contractual partners from the performance obligations for the duration of the disruption and to the extent of their effect. The parties are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

XIV. Place of performance, place of jurisdiction, applicable law, final provisions

The place of performance for all deliveries and services is Dingelstädt. The place of jurisdiction for all legal disputes, including any cheque and currency exchange processes, shall be the courts responsible for our business location in Dingelstädt. We are also entitled to initiate proceedings at the courts responsible for the customer's registered office. In the event of legal prosecution outside of Germany, the customer bears the costs that we incur as a result of legal defence or legal prosecution, in particular court costs, attorney's fees, expert fees, travel expenses and expenses.

Only the current law of the Federal Republic of Germany is applicable to the contractual relationship, with the exception of the conflict of laws rules of private international law. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG "Vienna Sales Convention") of 11 April 1980 is excluded.

Last updated 01.11.2019

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