



General Conditions of Purchase of CLAAS Fertigungstechnik GmbH
For Planning / Advisory and Engineering Services –
Rev. as of March 1, 2007

1. Validity of the Terms and Conditions of the Contract

The terms and conditions of this Contract shall complete the General Purchase Conditions of CLAAS Fertigungstechnik GmbH. They shall be applicable to planning and engineering services, with the exception of constructional measures.

The integral parts of this Contract – to the extent as they have been established and unless otherwise agreed – are those as listed in the order below:

- 1.2.1
 - CLAAS Fertigungstechnik GmbH's written purchase order
- 1.2.2
 - the negotiation report/s in their chronological order
- 1.2.3
 - these Conditions of Purchase
- 1.2.4
 - the General Conditions of Purchase of the CLAAS group.
- 1.2.5
 - all applicable instructions on operating resources of CLAAS Fertigungstechnik GmbH and the end customer including performance and work specifications
- 1.2.7
 - all pertinent generally recognized state-of-the-art rules, in particular the applicable DIN regulations and standards

2. Regulations on the Provision of Services

The Contracting Party is committed to perform and fulfill all required and useful services, tasks and duties that are required to achieve the planning and advisory objective which is defined in the purchase order. Therefore, the services, tasks and duties owed by the Contracting Party shall also comprise any activities not mentioned in the purchase order that are or become necessary to achieve the planning and advisory objective defined in the purchase order within the range of tasks determined by the purchase order.

If it is revealed that the cost limit mentioned in the purchase order or the realization cost agreed with CLAAS Fertigungstechnik GmbH cannot be kept in pursuing the planning as it has been implemented so far, or according to the result of one or several quotations collected, the Contracting Party will be committed to inform CLAAS Fertigungstechnik GmbH about the reasons for such deviations immediately in writing, to inform CLAAS Fertigungstechnik GmbH about the effects in writing and to present to CLAAS Fertigungstechnik GmbH all possible alternative actions (especially saving options).

In addition, the Contracting Party shall be committed to inform CLAAS Fertigungstechnik GmbH immediately in writing about all substantial matters and facts that may occur during the fulfillment of its tasks. This commitment shall not expire upon termination of the Contract. If any policies or sets of rules should be under revision or if there should be any unclear points about the generally recognized rules of the state-of-the-art, which could have an impact on the planning and advisory success owed, the Contracting Party will be committed to inform CLAAS Fertigungstechnik GmbH about this fact immediately in writing.

The engagement of further planning and / or advisory service providers is reserved. The Contracting Party has to inform CLAAS Fertigungstechnik GmbH about the need of an intervention by further planning and / or advisory service providers in due time and has to give them advice on the choice of those service providers upon request of CLAAS Fertigungstechnik GmbH. To the extent as CLAAS Fertigungstechnik GmbH has transferred to the Contracting Party the coordination of the planning / advisory service of any third parties, the Contracting Party will have to coordinate these services of third parties in a way that they are compatible with the planning and advisory service which the Contracting Party owes. The Contracting Party has to agree upon its services to be rendered with CLAAS Fertigungstechnik GmbH and any other experts involved before they are definitely elaborated, and the Contracting Party has to check the contributions of any other experts involved in the planning activities (documents and plans) for their correctness and plausibility; and has to take due account of their concerns and conditions, before making them the basis of its own services to be rendered and incorporating them into its own services.

The Contracting Party shall be committed to take part in the discussions and meetings fixed and called by CLAAS Fertigungstechnik GmbH or by any other parties involved in the planning and / or advisory service, or in the discussions and meetings fixed and called by the expert companies engaged. The Contracting Party has to take up and incorporate the results into its planning and / or advisory service while taking into account all its other duties to perform. The Contracting Party has to inform CLAAS Fertigungstechnik GmbH about any discussions and meetings fixed and called by any other parties involved in the project, and has to write down records about such discussions and meetings to an extent as appropriate for the contents of the discussions held, and has to forward these records to CLAAS Fertigungstechnik GmbH immediately.

The Contracting Party will not be released from its responsibility for review, control, coordination and supervision simply due to the fact that any of the other parties involved in the planning and / or advisory service or any other expert involved might also be committed to ensure control, coordination and supervision within the framework of its services to be performed in favour of CLAAS Fertigungstechnik GmbH.

The Contracting Party shall be committed to observe the instructions and directives given by CLAAS Fertigungstechnik GmbH exclusively and to implement such instructions and orders in its provision of services. Any other parties involved in the project or persons acting as representatives of CLAAS Fertigungstechnik GmbH shall have authority to give directions to the Contracting Party only after an explicit prior consent in writing or authority given by CLAAS Fertigungstechnik GmbH exclusively. This shall likewise be applicable to any external project leader who might have been engaged by CLAAS Fertigungstechnik GmbH.

The Contracting Party shall not be allowed to represent CLAAS Fertigungstechnik GmbH in any legal transactions. The Contracting Party shall be allowed, however, to give any directions which are necessary to ensure the contractual execution of the production and delivery services ordered and which have no negative impact of any qualitative, time-related or financial kind whatsoever for CLAAS Fertigungstechnik GmbH. This shall likewise be applicable to any declarations in favour of CLAAS Fertigungstechnik GmbH that are factually required for the execution of the order and the coordination and support of the manufacturing and delivery services.

3. Dates and Deadlines

Unless otherwise agreed by the parties hereto, the Contracting Party shall be committed to perform the planning and / or advisory service it owes on the basis of a schedule still to be agreed upon, and in particular, it has to commence, promote and accomplish such service as timely as possible so as to allow CLAAS Fertigungstechnik GmbH to use it for the quick progress in planning and / or advisory and manufacturing work.

The Contracting Party shall be committed to establish a planning and / or advisory service schedule in the form of a bar diagram and has to deliver this schedule to CLAAS Fertigungstechnik GmbH two weeks after receipt of the order at the latest. This schedule must show all planning and / or advisory service steps that can be controlled as well as the accomplishment of all individual services and deliveries that are required until the completion of the manufacturing task. This shall serve as a basis for an agreement with CLAAS Fertigungstechnik GmbH on a specific schedule for the planning and / or advisory service, which will then become an integral part of the purchase order. If the Contracting Party fails to fulfill this duty, CLAAS Fertigungstechnik GmbH shall be entitled to fix appointments for planning and advisory service at its own discretion (*ex aequo et bono*), the expiry of which shall cause maturity of the specific planning and advisory service fixed by the appointments.

Regardless of the above provision, the Contracting Party shall in any case be committed to render the planning and / or advisory service which is required for the manufacturing and delivery tasks to be performed as early as possible to prevent the manufacturing / delivery process, which has been agreed with the executing companies, from being obstructed. Furthermore, the details as they are required for the preparation of the award of manufacturing / delivery tasks of the invitation to tender including the planning regulations have to be established as comprehensively and timely as possible to be able to establish specifications then, which have to be as clear and exhaustive as possible to establish the manufacturing and delivery services to be rendered.

Further unbinding deadlines triggering the maturity of the services will be agreed within the framework of the project work on the basis of the schedule agreed upon between the parties hereto, or they will be determined by CLAAS Fertigungstechnik GmbH according to its own discretion (ex aequo et bono) on the basis of the schedules agreed upon.

The Contracting Party shall be committed to provide all services required for any other planning and / or advisory services and for the execution of the required manufacturing / delivery service as early as necessary to ensure that the completion deadline agreed between CLAAS Fertigungstechnik GmbH and the companies executing the manufacturing / deadline tasks – this may also be CLAAS Fertigungstechnik GmbH itself – and any other parties involved in the project will not be jeopardized or delayed due to any reasons that are (also) within the sphere of influence or responsibility of the Contracting Party.

The Contracting Party shall be committed to document the dates and deadlines of the surrender of the papers and documents established by itself as well as any other contributions to other parties involved in the project, in particular by means of a list including the data on received and dispatched items, which shows the current state of processing and any distribution of the plans and schedules.

The Contracting Party shall be committed to submit all documents and information that are subject to an obligation of review and approval to the responsible parties involved in the project as early as necessary to make sure that the required review of the documents can be carried out without any delay and in due time.

4. Amended and Additional Services

The Contracting Party shall be committed to accept and execute any additional services demanded by CLAAS Fertigungstechnik GmbH, unless those services are not associated with the services or performances ordered by then and the Contracting Party does not have the required qualification. In this case, the transmission of any such services shall be subject to approval by the Contracting Party.

Any additional services to be awarded that are not included in the purchase order have to be notified in writing to CLAAS Fertigungstechnik GmbH before

they are executed and a statement of reasons has to be given to explain why these services have not been included in the scope of performance agreed. This shall not apply if CLAAS Fertigungstechnik GmbH issues an express direction for the execution of any such additional service.

The Contracting Party shall be entitled to claim an additional remuneration if CLAAS Fertigungstechnik GmbH orders or confirms the execution of such services in writing while being aware of the above notification.

The Contracting Party shall be entitled to claim a retention right in the additional or amended service or performance required or demanded exclusively if CLAAS finally refuses to recognize any lawful and additional remuneration claims.

Any services which the Contracting Party performs without a contractual obligation shall not be subject to a remuneration commitment for CLAAS Fertigungstechnik GmbH. However, the contracting party shall be entitled to claim such remuneration if CLAAS Fertigungstechnik GmbH recognizes these services subsequently. Any legal claims which the Contracting Party might have from the company management without any purchase order shall remain unaffected thereby.

5. Acceptance

Unless otherwise agreed, CLAAS Fertigungstechnik GmbH shall be committed to accept and take delivery of the services rendered by the Contracting Party which include a verifiable result (success) and which represent the service or performance owed by the Contracting Party as a whole, if the services have been provided completely, in accordance with the provisions of the Contract and without any faults and deficiencies and if the Contracting Party has notified the completion in writing.

The declaration of acceptance has to be given in writing for the sake of proof.

Minor faults and deficiencies or insignificant incompleteness, in particular those which affect the contractually agreed or presupposed use only insignificantly or which fall short of the agreed or presupposed nature or expectations about the nature by CLAAS Fertigungstechnik only to a minor extent, will not be opposed to and obstruct the services' readiness for acceptance and final acceptance.

The effects of acceptance shall enter into force and effect once CLAAS Fertigungstechnik GmbH has declared the final acceptance in writing. The same shall apply if CLAAS Fertigungstechnik fails or refuses to declare acceptance, even if the services rendered by the Contracting Party have been mainly complete, in accordance with the terms and conditions of the Contract and without any faults and deficiencies. In this case, the Contracting Party may give a notification in writing to CLAAS Fertigungstechnik GmbH and may reiterate its request for a declaration of acceptance while setting a deadline. The expiry of this deadline will be deemed as the date of acceptance.

6. Surrender of Documents / Right of Retention

The original papers and documents established by the Contracting Party for the execution of the purchase order (drawings, schemes etc.) have to be handed over to CLAAS Fertigungstechnik GmbH in a clearly arranged and complete manner or, upon CLAAS Fertigungstechnik GmbH's request, in the form of any other kinds of electronic media or on data media. The Contracting Party shall be committed to return to CLAAS Fertigungstechnik GmbH its documents if the Contracting Party does no longer need these documents for the fulfillment of its tasks, but upon acceptance of the Contracting Party's rendered services at the latest and unsolicitedly.

The Contracting Party shall be entitled to destroy the papers and documents which it has established in conjunction with the execution of the purchase order upon expiry of the period of limitation applicable to warranty claims. Before, however, the Contracting Party has to propose to CLAAS Fertigungstechnik GmbH the surrender of such papers and documents and has to notify CLAAS Fertigungstechnik of the intention to destroy them. The papers and documents may only be destroyed once CLAAS Fertigungstechnik GmbH has fallen in arrears of acceptance.

The Contracting Party's right of retention in the planning documents and any other documents, papers and services which are required for the execution of the manufacturing / delivery tasks shall be excluded. The Contracting Party shall insofar be committed to prior performance up to the accomplishment of the services owed. A different provision shall apply in case of a termination pronounced during the term of the Contract by CLAAS Fertigungstechnik GmbH or in case of a termination pronounced by the Contracting Partner due to reasons which CLAAS Fertigungstechnik GmbH is responsible for. In such cases, the Contracting Party shall be entitled to claim a right of retention to the documents established by the Contracting Party until the compensation of rightful and payable claims for payment of professional fees. This right of retention shall expire unless the Contracting Party submits a verifiable final invoice on the professional fees payable within two weeks after receipt of the termination, or if CLAAS Fertigungstechnik GmbH provides a security in favour of the Contracting Party in the form of a bank guarantee to the amount of the professional fees that are claimed and subject to the right of retention.

7. Proprietary Rights and Know-How

The Contracting Party concedes to CLAAS Fertigungstechnik GmbH the free of charge right to use proprietary rights and know how which the Contracting Party uses in the performance of the Contract, throughout undertaking of the project.

All papers, documents and programmes which the Contracting Party produces in conjunction with the services to be performed for the project shall be subject to the unlimited proprietary right and right of disposition of CLAAS Fertigungstechnik GmbH without any additional remuneration to be made.

CLAAS Fertigungstechnik GmbH shall be entitled to manufacture spare and wearing parts for the plants and facilities to be used in the project or to have them manufactured by third parties and carry out repair work by taking recourse to the documentation supplied by the Contracting Party.

The Contracting Party transfers to CLAAS Fertigungstechnik GmbH the rights of use and utilization in all services protected by copyright that are related to the implementation of the Contract. Furthermore, the Contracting Party assures that it is not aware of any circumstances, in particular not of any proprietary rights of third parties which make it more difficult or even inadmissible to manufacture any items or establish any procedures that are required for the performance of the Agreement, and the Contracting Party assures that no claims have been asserted against it or may be asserted against it due to the violation of any commercial proprietary rights.

The Contracting Party shall release CLAAS Fertigungstechnik GmbH from any claims asserted by third parties due to the violation of proprietary rights that arise as a result of a violation by the Contracting Party of the duties and commitments according to par. 7.1 and 7.2.

Irrespective of the regulations outlined in paragraphs 7.1 to 7.3, the Contracting Party shall be committed to inform CLAAS Fertigungstechnik GmbH immediately about any proprietary rights which could be opposed to any use of the work results achieved by the Contracting Party.

The Contracting Party shall further be committed to inform CLAAS Fertigungstechnik GmbH about all inventions that have been created within its company and / or any of its subcontracting companies / sub-suppliers in conjunction with the performance of the Agreement, to submit all documents required for the utilization of such inventions and to give any information about the inventions requested by CLAAS Fertigungstechnik GmbH. The Contracting Party's duty to communicate information shall also extend to its Know How which is related to the performance of this Contract.

The Contracting Party shall make sure that the rights of invention against employees and / or independent persons will be claimed and transferred to CLAAS Fertigungstechnik GmbH. CLAAS Fertigungstechnik GmbH may then submit a patent application for the invention by itself in view of the establishment of a proprietary right domestically and abroad and will have to bear the related costs. Each party shall bear the remuneration for the Employee's Invention for its employees itself.

In the event the Contracting Party should be willing to use the inventions, proprietary rights etc. for the delivery and / or for providing services and performances to the benefit of any third parties, the parties hereto will agree on the details and in particular on an appropriate license fee.

The Contracting Party shall be committed to conclude appropriate agreements in due time with all of its employees, subcontracting companies / sub-suppliers and other vicarious agents that are engaged within the framework of the performance

of the Agreement, by which those companies, suppliers and employees recognize the above agreements as binding for themselves.

Without prejudice to the provisions outlined in the above paragraph numbers 7.1 to 7.5, the Contracting Party undertakes not to challenge any proprietary rights that are created during the work and a patent application for which is filed by CLAAS Fertigungstechnik GmbH – neither through an action for annulment nor through an objection – and not to support any third parties in challenging any such proprietary rights.