

## DEFINITIONS:

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«The Company» means Rabe Agrartechnik Vertriebsgesellschaft mbH. «The Customer» means the person, firm, company or organization who orders the goods.

## ARTICLE 1 - APPLICATION AND OPPOSABILITY OF GENERAL TERMS OF SALE

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1. The present general terms of sale are systematically addressed or delivered to each Customer, giving him the possibility to place an order.
2. Consequently, the fact to place an order implicates that the Customer approves of this general terms of sale without any reserve.

## ARTICLE 2 - ORDER BOOKING AND ORDER MODIFICATION

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1. The orders are definitive when there are confirmed in writing. The Company is bound to the orders booked by its agents or employees when confirmed in writing and signed.
2. Each order modification or cancelling can only be taken into consideration when the Customer informs the Company in writing, before the dispatch of the goods.

## ARTICLE 3 - DELIVERY TERMS, DELIVERY TIME AND RISKS

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1. The Company's policy is one of continuous development and improvement. Accordingly descriptions, specifications, prices, sizes, weights etc. shown in price lists, leaflets etc. are subject to change. Final specification on equipment (including price and terms) will be contained in our order acknowledgement.
2. The delivery is executed through direct supplying to the Customer or through simple advice to the Customer that the goods are ready for collecting or through delivery to a shipper or carrier in our premises.
3. Deliveries are executed according to the delivery time specified and the available stocks. The Company is authorized to carry out global or part deliveries. Delivery times are indicated as precise as possible, but depend on the Company's supplying and transport possibilities.
4. Damages claim or cancelling of an order on hand because delivery time is not met is excluded. However, if the product is not delivered after 60 days date indicated delivery, except of force majeure, the one or the other party can cancel the order. The deposit will be restituted to the Customer except for any other compensation or damages.
5. Are considered to be force majeure releasing the Company from obligation to deliver : war, riot, fire, strike, accident or the impossibility to be supplied.
6. The Company must inform the Customer, at the appropriate time, of the cases or events above listed.
7. The goods are carried at Customer's risks. The risks transfer takes place from shipment from the Company's premises.
8. Damage or missing parts must be notified to the carrier in writing and by registered letter with acknowledgement of receipt 3 days at the latest after receiving the goods.

## ARTICLE 4 - RECEIPT OF GOODS, CLAIMS, RETURN OF GOODS

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1. As soon as the Customer receives the goods, he has to check their conformity with the sale contract. Every claim concerning visible defects or wrong delivery must be notified in writing 8 days after receipt of goods.
2. The Customer must provide each justification about the reality of noted defects and anomalies.
3. The Company only is allowed to palliate the defects. The Customer is not authorized to carry out himself modifications or let a third party execute repairing work.
4. Every return of goods is subject to formal agreement between the Company and the Customer. If the goods are returned without prior agreement, it cannot be made out any credit note. The Customer is always in charge of return costs and risks.
5. Every return accepted by the Company will lead to a credit note in favour of the Customer, after qualitative and quantitative checking of the returned goods. The goods can as well be replaced free of charge, to the exclusion of any damages and compensation.

## ARTICLE 5 - PRICES AND INVOICING

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1. All goods are delivered at the ruling price when placing the order. Prices are given exclusive of VAT and ex-works.
2. For each delivery, the Company makes out an invoice. Our invoices are payable at the Company's head office «Rabe Agrartechnik Vertriebsgesellschaft mbH» in D-49152 Bad Essen.

## ARTICLE 6 - TERMS OF PAYMENT - LATE PAYMENT

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1. Terms of payment are as follows : payment at 30 days net from invoice date.
2. In case of late payment, the Company can suspend all the orders on hand. As late payment charge, it will be invoiced back interests, amounting to 1,50 % beyond the central bank rate.
3. When paying by means of a draft, if the Customer does not return the draft to the Company's accounts department, this will be considered as an acceptance refusal, comparable to a payment failure.
4. In case of payment by instalments, if one instalment is not paid at due date, all the instalments are to be paid immediately.
5. If the payment date mentioned in an invoice is not observed, all the other invoices are to be paid immediately.
6. Any payment can be refused or postponed on the pretext of some contestation between the Customer and the Company, especially concerning the application of the warranty clauses.
7. Before carrying out the received orders, the Company can require cash payment or draft payable at sight in following cases: change in the Customer's solvency, activity or company status, or if an assignment or pledging acts unfavourably on the Customer's solvency.



## ARTICLE 7 - TITLE TO PROPERTY

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1. All goods shall remain the property of the Company until the Customer has paid in full the whole of the contract price (according to the law of 12.05.1980).
2. While the goods remain in the ownership of the Company, the Customer shall keep them and insure them against damage, destruction or theft for their full value.
3. The Customer is authorized to resell the goods of the contract, but he must pay immediately to the Company the outstanding sum if the amount or a part of the amount is still due, or to inform the Company of this reselling so as the Company can preserve its rights and, if the case arises, can exert a claim against the reselling price to the sub-purchaser.
4. The Customer is expressly prohibited from creating any mortgage, charge, lien or other encumbrance adverse to the title of the Company.
5. In case of garnishment, or any intervention of a third party on the goods, the Customer must immediately inform the Company.

## ARTICLE 8 - COURT OF COMPETENT JURISDICTION

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1. In case of litigation or contestation relative to the order fulfilment, only the court of Osnabrück is competent to settle the litigation, unless the Company prefers to refer to any other court of competent jurisdiction.
2. This applies as well for drafts which are payable outside the Company 's domicile.

## ARTICLE 9 - PRICE LIST

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1. All previous price lists are cancelled.

## ARTICLE 1 - PERIOD OF WARRANTY

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1. Rabe Agrartechnik Vertriebsgesellschaft mbH shall warrant that their machines are delivered free from obvious and hidden defects and that they comply with the agreed-upon quality standards. Defects and damages on the machine that might occur as a result of faulty construction or from the use of unsuitable materials are covered by Rabe Agrartechnik Vertriebsgesellschaft mbH.
2. This warranty shall extend for a period of one year (12 months) from the delivery date to its first owner. That date is documented by the date on the invoice from the Rabe Agrartechnik Vertriebsgesellschaft mbH DEALER to the first owner of the machine. That date must be confirmed to Rabe Agrartechnik Vertriebsgesellschaft mbH within 30 days after delivery of the machine to its first owner by the transmission of the Warranty Registration Form for that machine.
3. In the case warranty interventions would occur within the warranty period it does not extend its duration.

## ARTICLE 2 - WARRANTY REGISTRATION FORM

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Warranty Registration Form should be filled on the dedicated Rabe Agrartechnik Vertriebsgesellschaft mbH Extranet access of the DEALER. All the information must be filled properly and extensively. As an attachment to the Warranty Registration Form the DEALER must include a proof of sale (invoice) to the first owner showing the effective delivery date of the machine that will confirm the starting date of the warranty period.

## ARTICLE 3 - APPLICATION

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- A. Rabe Agrartechnik Vertriebsgesellschaft mbH will only honor the warranty for the machines whose Warranty Registration Form has been returned properly.
- B. To be activated, the Service Request under warranty should be sent within 30 days after the incident and documented on the Rabe Agrartechnik Vertriebsgesellschaft mbH Service Request Form only.
- C. The warranty shall cover the repair or replacement of defective parts only after analysis and approval from Rabe Agrartechnik Vertriebsgesellschaft mbH After Sales Department.
- D. During the warranty period and only after validation of Rabe Agrartechnik Vertriebsgesellschaft mbH After Sales Department, all required new parts, transport of those new parts and possible technician costs (depending of the grid of intervention time that have been predefined by Rabe Agrartechnik Vertriebsgesellschaft mbH) should be at the expense of Rabe Agrartechnik Vertriebsgesellschaft mbH.

## ARTICLE 4 - CASE OF NON-APPLICATION

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- A. In the case of a missing or incomplete Warranty Registration Form, the warranty period will start from the date of the invoice between Rabe Agrartechnik Vertriebsgesellschaft mbH and its DEALER, and the Rabe Agrartechnik Vertriebsgesellschaft mbH liability will be limited to new parts delivery only.
- B. Rabe Agrartechnik Vertriebsgesellschaft mbH warranty is not applicable for the wearing spare parts such as shares, points, mouldboards... unless a specific technical defect has been detected and validated by Rabe Agrartechnik Vertriebsgesellschaft mbH After Sales Department.
- C. Defects or damages due to normal wear or due to outside circumstances (faulty assembly of the customer, faulty maintenance, abnormal or abusive use, lack of proper protection during storage, vandalism, bad weather, natural elements, colisions, accidents...) are excluded from the warranty.
- D. Any product modifications without prior written notice from Rabe Agrartechnik Vertriebsgesellschaft mbH voids the warranty.
- E. The warranty does not apply to second-hand machines.

## ARTICLE 5 - INVESTIGATION ON PARTS

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Faulty parts must be kept by the Rabe Agrartechnik Vertriebsgesellschaft mbH dealer and made available to Rabe Agrartechnik Vertriebsgesellschaft mbH technicians during a period of 4 months after the approved Service Request. Rabe Agrartechnik Vertriebsgesellschaft mbH might request the return of faulty parts for investigation and those returned parts are to be shipped prepaid. Alternatively Rabe Agrartechnik Vertriebsgesellschaft mbH might instruct the dealer to destroy the faulty parts.

## ARTICLE 6 - EXTENSION OF WARRANTY

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Rabe Agrartechnik Vertriebsgesellschaft mbH sells a 24 months warranty extension. The cost of this extended warranty is equivalent to 3,5% of the Rabe Agrartechnik Vertriebsgesellschaft mbH Price List's value of the machine.

