



1. General

These General Purchase Terms apply to all John Deere orders. Content and volume of the orders as well as any amendments and supplements are subject to either written purchase orders or electronic ordering procedures.

Contradictory order confirmations and the General Conditions of Seller are not accepted, even if John Deere does not object expressly.

Orders must be confirmed within 2 days after receipt. Orders which have not been confirmed within this delay can be revoked at any time.

The origin of all supplied goods must be confirmed by the Vendor by providing a Vendor's declaration in accordance with EU Regulation 2015/2447: the article 61-63 of the EU Regulation should be observed.

2. Pricing

All prices are fixed prices for „free carrier“ at the seller's premise („FCA“ according to Incoterms 2010), unless stated otherwise. Price increases require John Deere's prior written approval.

Seller must take back all his packaging. He has to bear all cost for package material and its return.

3. Seller's Documents

Upon delivery of Goods Seller will provide instructions and drawings free of charge. These documents shall contain detailed information as to the installation, assembly, service and use of the Goods. John Deere becomes the owner of such instructions and drawings.

To the extent that any content of the drawings is protected by copyrights, John Deere acquires the irrevocable, assignable, free of charge right of use for such copyrights unlimited in terms of time, place and content in all kinds of use, in particular to copy, disseminate, exhibit, change and process them.

4. Terms of Delivery

Seller has to comply with the time and date of delivery stated in the order or delivery plans. Should Seller realize that he will not be in a position to fulfill the contract partly or completely in time, he shall immediately inform John Deere orally and subsequently in any case in writing, indicating the reasons for the non-fulfilment, and request John Deere's decision as to order fulfilment. In such case John Deere may withdraw from the contract without any compensation. If Seller fails to inform John Deere in time, he may not refer to a performance impediment even if the reason for non-fulfilment was beyond his control. Unless otherwise stated, the applicable law shall apply.

5. Shipping Documents

Each delivery must contain an easily to be found delivery note (in duplicate) and a bill of lading. The invoice does not constitute a delivery note. Delivery shall be made during the opening hours at the indicated John Deere's premises.

6. Warranty

Seller warrants the Goods to be free from defects. Seller shall deliver Goods in such a way that John Deere may only inspect Goods for apparent defects, transport damages and non-conformities in identity and amount visible from the outside, which shall be notified without undue delay. John Deere explicitly reserves the right to claim for non-obvious defects or non-conformities after delivery.

Should John Deere discover a defect of Goods before or during assembly John Deere is entitled to request supplementary compliance (Nacherfüllung). In case a stoppage of production is at risk John Deere is entitled to immediately rectify the defect themselves or by a third party at Seller's cost.

Seller's warranty for Goods ends 24 months after delivery to the end-user of the product in which the Goods were assembled, at the latest 36 months after delivery of Goods to John Deere. The right to claim for payment under § 6 will expire 12 months later.

Furthermore the statutory regulations apply, insofar as these general conditions do not contain other provisions.

In case a defect of Goods appears after assembly and delivery of the final product to the end-user John Deere will carry out the repair work or replacement itself or through its dealer at Seller's cost. Seller will reimburse to John Deere the actual net price of such Goods plus 20 % plus labor costs for assembly at John Deere's warranty hourly labor rate plus any additional incidental expenses.

In case a defect of Goods delivered by Seller appears repeatedly and is sufficiently serious and widespread to threaten either John Deere's marketing of the end product or John Deere's reputation, or poses a previously unforeseen safety hazard, a replacement of all Goods independently of identified warranty cases may be appropriate. In such event John Deere is entitled to claim reimbursement from Seller for all costs and expenses resulting directly from the remedial measures in an amount equal to Seller's pro rata share of responsibility.

7. Quality Assurance

Seller agrees to comply with the „JOHN DEERE Standards for Quality Assurance of Purchased Goods“ JDS-G223. Seller warrants Goods are free of all non-conforming materials (<http://jdsupply.deere.com/bannedchemicals/>), state-of-the-art and comply with safety, health and environmental regulations in effect from time to time.

8. Product Liability,

Seller commits to protect, defend, hold harmless and indemnify John Deere from and against any claims, suits, allegations, judgements, actions, liabilities, losses, damages, costs and expenses for injury, loss or damage of any kind caused by or arising from improper or defective design, manufacture, material or workmanship in Goods purchased from Seller hereunder to the extent attributable to Seller. .

9. Intellectual Property Rights

Seller commits to protect, defend, hold harmless and indemnify John Deere from all actual or alleged claims by third parties caused or resulting from the infringement of intellectual property rights for or on account of the manufacture, sale or use of Goods supplied hereunder.

10. Code of Conduct

Seller shall comply with the John Deere Supplier Code of Conduct, which is found at www.johndeere.com/suppliercode .

Seller is obliged to provide John Deere with all information regarding the nature and weight of Goods supplied hereunder necessary under applicable export control regulations. Seller commits to comply with all applicable export control regulations and sanction lists.

11. Additional Provisions

Claims against John Deere may only be assigned upon written consent by John Deere. The same applies to purchase orders. The invalidity of one or more provisions of these General Purchase Terms shall not affect the validity of the other provisions. Place of delivery and payment is the place of the ordering John Deere unit.

12. Jurisdiction, Applicable Law

Place of jurisdiction is exclusively Mannheim, Germany. The applicable law is the law of the Federal Republic of Germany with the exclusion of its conflict of law regulations. UN Purchase Law does not apply.