



JOHN DEERE

GENERAL TERMS AND CONDITIONS OF PURCHASE AND PAYMENT

ARTICLE 1: Application of General Terms and Conditions of Purchase - Opposability

Our orders are governed by the rules set forth in these General Terms and Conditions and John Deere's Supplier Code of Conduct.

The supplier code of conduct is accessible at the following address:

<https://investor.deere.com/governance/default.aspx>

Upon accepting our orders, the supplier acknowledges having read and understood the General Terms and Conditions of Purchase, and the supplier code of conduct. Thus, the supplier excludes all provisions contrary to their prospective General Terms and Conditions of Sale, or any other stipulation formulated by the supplier in any document whatsoever. No modifications can be made to the orders if they are not approved by the buyer in writing.

The vendor's return of the delivery receipt or beginning of the execution of orders shall be considered as an express acceptance of the conditions set forth herein.

Additions and changes to these terms (and eventual related derogations) must be in written form.

Each change to the General Terms and Conditions of Purchase and Payment by the buyer becomes an integral part of the contract between the buyer and the supplier when the supplier does not oppose it in writing within one month of becoming aware of the change. The supplier will be notified about changes to the General Terms & Conditions of Purchase and Payment in the John Deere Supply Network platform.

ARTICLE 2: Orders - Delivery

Orders and their acceptance by the supplier as well as call offs by the buyer (including any changes or additions) can be declared by the supplier in writing or by electronic means. Only the terms of the order from the buyer will be enforceable against the buyer. Oral or telephone orders are only binding when confirmed in writing by the buyer.

The confirmation of the order shall occur when there is a confirmation of the order by the supplier. The buyer reserves the right to cancel, at no cost and without incurring any liability, any order so long as it has not been confirmed by the supplier. If the buyer does not receive the supplier's order confirmation within 10 days following the placing of the order, the buyer is entitled to revoke the order. The buyer has the possibility of modifying the quantities and the delivery dates initially agreed upon, unless there is a written supplier disagreement within 10 days of the date at which they are informed of said modifications. Any early delivery in relation to the date scheduled in the order cannot be accepted without the buyer's prior agreement.

The contractual delivery date for the goods is the date indicated on the order; it is the date at which the supplier has agreed to make said goods available to the buyer in quality and quantity, at the address specified in the order.



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ARTICE 3: Shipping

All deliveries addressed to the buyer shall be the subject of a dispatch note by the supplier, drawn up in duplicate, providing all the indications necessary for the identification of the packages (in particular, order references, the nature and quantity of the goods, name of the shipper). One copy shall be addressed to the buyer by e-mail 2 days before the delivery date; the other shall accompany the packages and shall be placed inside the packaging. The certificates and reports of the controls performed by the supplier shall also be included inside the packaging.

ARTICLE 4: Transportation

If nothing further is agreed, all delivery-related costs are paid by the supplier.

Goods to be delivered are to be packaged pursuant to the characteristics of the product, whilst observing the general terms of the transport company that is being used. The supplier shall at its own expense procure insurance against damage likely to occur during transport of the goods.

In the absence of contrary stipulations in the order, any delivery of goods and any providing of services shall be done DDP (INCOTERMS 2020) at the delivery address indicated in the order from the buyer.

ARTICLE 5: Claim for defect or non-compliance of goods

If, after examining the goods or the service, the buyer discovers defects, it shall report the defects in the timeliest fashion to the supplier. Barring cases of compelling provisions of law to the contrary, the supplier agrees not to invoke a delay in the claim for defects.

Any goods or service provided that are non-compliant with the specifications as indicated in the purchase order may be rejected by the buyer. The supplier shall immediately organize the return of said goods at its expense and risks. The goods and services rejected by the buyer shall be considered not delivered/not performed and consequently not billed.

ARTICLE 6: Invoicing and Payment

Invoices are to be sent to the Accounting Service by email at the following address:

e-invoicessaran@johndeere.com (for the Saran site)

e-invoicesormes@johndeere.com (for the Ormes site)



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e-invoicesarc@johndeere.com (for the Arc-les-Gray site)

- Each invoice must imperatively be sent in PDF form (unencrypted and without a password), by email in 'text' format only
- Each file must contain **one single invoice** with all the documents attached, accompanying comments will not be addressed
- The subject of the email must contain the words "invoice", "credit note" in singular or plural form
- The email may contain several files. They must not be zipped.
- No copy of the invoice should be sent by post

Except in the event of particular conditions agreed upon when ordering, no deposit shall be paid at the time of order and the net price indicated on the invoices for all goods shall be paid 60 days from the date of invoice, in accordance with the applicable rules in force.

Unless otherwise agreed in writing, payments shall be made by electronic payment. In no case shall a payment be considered as an acceptance of the quality or compliance with the order of the goods delivered.

ARTICLE 7: Intellectual Property

If the buyer is held liable by a third party for infringement of a patent, copyright or unlawful use of trade secrets or confidential information in connection with the goods delivered, they shall inform the supplier without delay.

The parties shall consult with each other concerning the most appropriate means to ensure the defense of the buyer.

In any case, the supplier shall undertake to guarantee the buyer against any compensation that may be charged to the latter and arising from the violation by the supplier of their obligations, and shall bear all procedural and defense costs that the buyer would incur.

ARTICLE 8: Surplus goods

Except for normal variations in quantities allowed by commercial practice, goods exceeding the quantities specified in the order will not be accepted and will not be paid.

The buyer may return this merchandise at the risk and expense of the supplier.

ARTICLE 9: Obligation of Manufacture and Material

Unless there is a written agreement between the buyer and the supplier, the buyer shall be in no way responsible for the supplier constituting a disproportionate stock in relation to the buyer's orders.



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ARTICLE 10: Termination

If the supplier is in breach of these terms and conditions, or unable to fulfill the order, the buyer shall send a letter of formal notice. If the breach is not cured within of 30 days from the receipt of the formal notice the buyer will have the right to cancel the order.

The delivery/performance time frames agreed upon between the parties constitute an essential obligation under the provisions above. Also, if the delivery/performance does not occur within the agreed upon time frames or within an additional time frame set by the buyer, the buyer shall be entitled to terminate the contract pursuant to the terms of the provisions above.

ARTICLE 11: Delay

Any delivery made after the contractual date (date figuring on the order) shall be penalized by late penalties.

In the absence of any other stipulation, these penalties for late delivery shall be equal to a percentage of 0.5% per week for the first four weeks; beyond that period, it will be raised to 1% per week.

Any delay exceeding 60 days may give rise to the application, by the buyer, of Article 10 above.

It is expressly agreed that the buyer may deduct from the amount of the invoice without prior notice of default or any other formality the amount of the penalties owed by the supplier due to a delay.

ARTICLE 12: Force Majeure

It is the responsibility of the Party claiming force majeure to declare and prove the existence of force majeure, within seven (7) calendar days of the event occurring. In such an eventuality, the Parties shall meet to decide the means by which performance of the obligations under the Contract shall be pursued. Any obligations thus suspended shall once again become effective as soon as the effects of the cause(s) of non-performance have ceased. Should the effects of the case of force majeure persist for longer than fifteen (15) calendar days, the Contract may be terminated as of right, without the need for judicial confirmation, by one or other of the Parties, without notice.

ARTICLE 13: Quality and Warranty

The supplier expressly guarantees that all goods, materials, and workmanship specified in the orders shall be delivered and/or performed in accordance with the technical specifications, instructions, plans, drawings or models, samples, data and other descriptions furnished or expressly adopted by the buyer and that they are executed according to the best practices and exempt from defects (notably of design, manufacture or consisting of malfunction), including flaws in the design, if they are of the supplier's design. The supplier also guarantees that all goods, materials, and workmanship shall be free of any liens and encumbrances.



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If the goods are not ordered as per the buyer's technical specifications, the supplier guarantees that they will be of adequate and sufficient commercial quality for their purpose.

The supplier guarantees that the delivered goods shall be in accordance with security standards in force and the requirements specified in terms of labeling, and that they shall include the appropriate warnings for use.

The supplier guarantees that no goods, articles, and services contain asbestos or other hazardous products, unless there is a written agreement provided by the buyer.

In the case of production's component supplies, the supplier guarantees that their manufacturing procedures shall be in accordance with the JOHN DEERE's quality manual.

The quality manual is accessible at the following address:

http://jdsupply.deere.com/business_processes/quality_process/quality_manuals/quality_manuals_index.htm.

The buyer will notify the supplier in writing of defects in the goods within a reasonable time after delivery of said goods. Barring contrary provision, it cannot be claimed that the supplier tacitly accepted said defects.

These contractual warranties, with a term of thirty-six (36) months as of the delivery of the goods by the supplier are additional to any and all applicable statutory warranties, and notably the warranty of hidden defects.

In the event of delivery of defective goods, the buyer can demand the following: if there is a defect, the buyer can, at its discretion, demand that the manufacturer repair or supply replacement goods. If the supplier does not correct the reported defects within an appropriate additional time period, stipulated in writing or the attempted repair has failed, the buyer is entitled to terminate the corresponding order as well as all orders relating to the goods in question or to obtain a proportional reduction in the price or to remedy those defects itself or to enlist a third party to remedy them, and to demand reimbursement for the costs thereof. The buyer also reserves the right to claim indemnification for any loss incurred due to the defects in the goods. The buyer can also request reimbursement of expenses incurred for preserving the defective goods or services.

If the buyer makes a payment of the remuneration agreed upon with the supplier before detecting the defects, that payment shall not constitute a recognition that the goods are free of defects.

ARTICLE 14: Inspection

The buyer may, at his discretion, inspect and test the goods at the supplier's factory or at their place of destination.

However, the inspection or the test would in no case be an obligation for the buyer.

The buyer may also monitor the supplier's inspection, quality, and reliability procedures, as well as the data guaranteeing said procedures.

The supplier shall provide samples of said products to the buyer, taken at random from their production, and shall undertake to remedy any defects in the event that such samples are not in accordance with the specified quality standards and manufacturing techniques.

It being said, acceptance of the goods by the buyer does not release the supplier from their warranty obligations.



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ARTICLE 15: Tools, Samples

The costs of the tools and samples required to produce the ordered goods as well as their maintenance and renewal are payable by the supplier, barring express written provisions to the contrary.

Tools, samples, matrices, gauges, samples, etc., as well as drawings, material regulations, documentations, data media and other information media that the buyer provides to the supplier to execute the order remain the property of the buyer and must be returned spontaneously by the supplier after completion of the order or cessation of the contract on any grounds. These items must be stored carefully by the supplier at his expense, and be protected from being viewed by unauthorized people, protected from damage or deterioration of all kinds, and must only use it in connection with performance of the contract signed with the buyer. In particular, the supplier is not authorized to reproduce them unless this is required to implement the contract.

ARTICLE 16: Transfer of Ownership and Risks

The transfer of ownership shall take place upon delivery of the goods at the place indicated in the order. Barring contrary written agreement between the parties, signed by the buyer, any reservation-of-title clause in favor of the supplier is excluded.

The transfer of risk shall also take place upon delivery of the goods at the place indicated in the order.

ARTICLE 17: Modification of Manufacturing

The supplier shall inform the buyer, with an advance written notice of at least one month, of any modifications made to the technical specifications, design, part numbers, or other change of means of identification, as well as major modifications concerning processes, change of place of manufacture, or execution.

The buyer shall have the right to visit the supplier's premises in order to carry out any tests on the manufacturing units that they deem useful.

ARTICLE 18: Manufacturer Liability and Indemnities

In the event that the buyer, due to delivered goods, receives a complaint or a claim from their clients that is likely to engage the liability of the buyer and cause harm, the buyer shall undertake to inform the supplier without delay.

The parties shall determine the most adequate means of defense against the complaint or the claim.

Subject to any contrary provisions made in these general terms or the order, the supplier is obliged to indemnify the buyer upon first request for all damage incurred. This includes specifically, tangible, intangible, consequential or non-consequential, losses, claims, expenses, fines, penalties and expenditures (including reasonable costs and expenses of legal counselors and other professionals, whether legal proceedings have been brought or not) suffered, incurred, or paid by the buyer as a consequence of or related to:



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- a lack of any warranty from the supplier for the goods and/or services, whether that lack is proven or alleged for reasonable grounds, and legal proceedings have been brought or not; and
- any liability incurred under current laws regarding hygiene, health, environment; and
- a breach of the supplier of any third party's rights including but not limited to intellectual property rights; and
- any act or omission of the supplier or its employees, representatives, or subcontractors in delivering the goods and/or to providing the services; and
- any reasonable claim made by any customer of the buyer concerning the goods and/or services, unless that claim derives from the supplier's compliance with a specification issued by the buyer and which the supplier has accepted, or from gross negligence of the buyer. In the same fashion, and without prejudice to any other right, the supplier shall indemnify, under the same conditions as those cited above, the buyer, agents, representatives, customers and end customers. This indemnification obligation shall survive the receipt of the goods and/or services, their payment, and the expiration or the termination of the contract.

The buyer may be held liable only for direct and consequential damage caused by its breach of contract. In any event, its liability may not exceed the price of the goods or services that are the subject of the claim. Any claim or legal action against the buyer must be brought within a period of one (1) year as from the occurrence of the event.

ARTICLE 19: Insurance

The supplier shall undertake to subscribe, with a solvent insurance company, a policy covering their civil liability towards third parties in case of material and physical damages up to an appropriate and suitable amount that could cover his responsibility, under article 18 of these general conditions of purchase and payment. The supplier shall undertake to communicate to the buyer, on simple request of the latter, proof of the subscription of this policy.

ARTICLE 20: Materials on Deposit

The machines, equipment, material, tools, assemblies, molds, models, drawings, technical specifications, and samples provided to the supplier by the buyer, without invoice, are given to them on deposit.

They will be returned by the supplier at the buyer's first request.

The seller will insure, at their expense, all of this material against any type of loss or damages for an amount corresponding to their value.

ARTICLE 21: Packaging Regulations

In addition to eventual specifications required by the buyer, the goods will be labeled and packaged in accordance with the legal and regulatory requirements in force.



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ARTICLE 22: Special tools

Unless otherwise specified, the supplier shall obtain, at their expense, the special tools, molds, templates, diagrams, machines, and equipment necessary for the execution of the orders, this material shall be the property of the supplier.

ARTICLE 23: Offsetting and Assignment

The supplier may not invoke the legal offset against the buyer unless it is based on an uncontested counterclaim, which the buyer has expressly recognized as valid, or which has been confirmed by a judgement that has acquired force of *res judicata*.

In no case can the supplier assign or transfer the orders to a third party without the buyer's written authorization.

ARTICLE 24: Confidentiality

Any information, including, but not limited to, data, business information, technical information, specifications, drawings, sketches, models, records, samples, tools, software and documentation, written, oral or otherwise (all hereinafter referred to as "Confidential Information") furnished by either party for the execution of an order shall remain the supplying party's property.

All copies of such Confidential Information in written, graphic or other tangible form shall be returned to the supplying Party upon request at any time or shall be otherwise disposed of as directed by the supplying party. This shall not apply to the extent that (i) the return or destruction is not reasonably possible (e.g. due to automatic computer back-up systems), or (ii) the Party is obliged to retain Confidential Information by law or professional codes of conduct.

Each party shall not at any time divulge, disclose or otherwise furnish to any third party any Confidential Information, except upon prior written authorization of the disclosing party.

Each party shall reveal the Confidential Information only to its employees or subcontractors to whom disclosure is necessary for them to perform their duties, pursuant to the order. Each party shall impose the above obligation of confidentiality on its employees and subcontractors.

The foregoing obligations shall not apply, however, to any part of the Confidential Information which:

- was already obtained in good faith by the recipient party prior to receipt hereof;
- was already in the public domain or became so through no fault of the recipient party;
- was acquired by the recipient party from a third party having the right to convey the Confidential Information to the recipient party without any obligation of confidentiality not the disclosure the same;
- is independently developed by the recipient party;
- is approved for release by prior written authorization by the owner of the Confidential Information;
- is obliged to be produced (after notice of the disclosing party whenever it is possible) under applicable law or regulation including any order of a court jurisdiction or an arbitral award.



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Subject to the provision of the above paragraph, these obligations of confidentiality shall survive for a period of five (5) years from the expiration or termination of the last order.

ARTICLE 25: Auditing Rights

Upon reasonably justified request from the buyer, the supplier shall provide to the buyer or to their agent, all books, accounts, invoices, corporate documents (statements of account and so on), and any other useful element that could allow an audit of the costs.

This audit may be carried out in the year following the execution or the termination of the orders.

ARTICLE 26: Applicable Law

The relations of the buyer and the supplier shall be subject to these conditions and to French Law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

The language of preference for these conditions shall be exclusively English and French.

ARTICLE 27: Attribution of Jurisdiction

In the event of any dispute or litigation of any nature whatsoever resulting from an order, or more generally from the business relationship between the Parties, the Orleans Commercial Court shall have exclusive jurisdiction.

ARTICLE 28: Safeguard clause

If any of the stipulations of these general conditions is void or inapplicable, in part or in full, the validity and enforceability of the other stipulations of the general conditions shall not be affected. Furthermore, the parties agree, in negotiations in good faith, to replace the inapplicable or void stipulations by other stipulations with comparable effects. The failure by one of the parties to replace the void or inapplicable provisions shall not affect the validity of the other provisions of the contract.

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April 18th, 2024