

**Terms of Purchasing – Conditions (GPC) of Amazonen-Werke H. Dreyer GmbH & Co. KG
and BBG Bodenbearbeitungsgeräte Leipzig GmbH & Co. KG**

Version: 21/04/2008

1. Validity of the GPC, Realisation of Order, Changes in Services:

(1) The contract applies on the General Purchasing Conditions (GPC) listed below. The Client will only acknowledge conditions of the Contractor that conflict or deviate from these GPC if the Client consents to the validity explicitly and in writing. These GPC are also valid if the Client accepts or pays for goods or services while aware of conditions of the Contractor that conflict or deviate from the GPC.

(2) These GPC also apply for all future business with the Contractor, in cases where similar business is concerned.

(3) Purchase orders and delivery call-offs, as well as changes and supplements to the same must be made in writing.

(4) Oral agreements of any kind – including subsequent changes and supplements to these GPC – must be confirmed in writing by the Client in order to become effective.

(5) The Contractor is obliged to accept the purchase order within two weeks of the purchase order date. Delivery call-offs will become binding if the Contractor does not object to them within 5 working days of receipt.

(6) The Client can request changes to the design and execution of the delivery item within reason for the Contractor. In particular, the resulting consequences with regard to additional and reduced costs, as well as delivery dates, must be regulated appropriately and amicably.

2. Prices:

(1) The agreed prices are fixed prices and include delivery free of charge, if nothing has been agreed to the contrary and established in writing. The costs of packaging are included in the price.

(2) Quotations are binding. They must not be reimbursed unless anything to the contrary has been explicitly agreed.

3. Delivery Terms, Delivery Dates:

(1) The delivery terms and delivery dates specified in the purchase order are binding. In particular, the reservation of timely self-supply is excluded. The timeliness of a delivery is determined by the receipt of the goods at the receiving centre named in the purchase order.

(2) If circumstances arise indicating that the agreed delivery times or delivery terms cannot be adhered to, or if the Contractor realises that such circumstances will cause delays, the Contractor must inform the Client promptly of the reason and the expected duration of the delay in delivery.

(3) In the case of a delay in delivery, the Client is entitled to claim a contractual penalty in the amount of 0.5% of the delivery value per complete week, but not more than a maximum of 5%. The Client is entitled to assert this claim to a contractual penalty in addition to the fulfilment of the order; the Client is obliged to declare the reservation of the contractual penalty to the Contractor within 10 working days at the latest, calculated from the receipt of the delayed delivery.

All other claims and rights remain reserved.

(4) The unreserved acceptance of the delayed delivery does not constitute a waiver of any rights of the Client to claim damages for the delayed delivery; this applies until the complete payment of the remuneration owed by the Client for the delivery concerned.

(5) Partial deliveries are not permitted unless the Client has given his explicit consent and they are acceptable to the Client. Deliveries before the agreed delivery date are only permitted if the Client has given his explicit consent. In the case of delivery before the agreed delivery date, the term of payment commences only on the day of the originally agreed delivery date.

(6) In the event that the Contractor's business situation deteriorates during the term of the purchase order such that the fulfilment of the contract becomes seriously endangered, if he stops making payments (even temporarily), if insolvency proceedings are applied for against him and rejected as unfounded or if the insolvency proceedings are not carried out due to lack of funds, the Client is entitled to rescind from the contract with regard to the part of the contract that has not yet been fulfilled. The Client is entitled to completely rescind if the partial fulfilment of the contract is of no interest to the Client.

4. Shipping:

The shipping instructions specified in the order must be adhered to. A delivery note must be enclosed with each delivery, which contains our purchase order number together with purchase order item and part numbers.

5. Services:

(1) The Contractor must provide state-of-the-art goods and services. They must comply with the respective legal regulations, guidelines of the European Parliament/Council and also the safety recommendations of the responsible German professional associations (such as DIN, VDE, ZWEI, VDI, ElektroV, etc.).

(2) The Contractor is obliged to test the products in accordance with general German industry standards and to make the test results available to the Client upon demand and free of charge. The Client is entitled to test the products. These tests do not count as an acceptance. If the factory standards are listed in the purchase order, then these standards apply. The documents regarding factory standards will be made available to the Contractor upon request.

(3) The Contractor guarantees the factual correctness and completeness of the documents and calculations to be compiled by him.

(4) The Contractor will inform the Client promptly of any concerns regarding the planned type of execution.

(5) The Contractor is obliged to adhere to accident prevention regulations. Deliveries must comply with environmental regulations, in particular the regulation on dangerous substances. Written instructions on disposal, etc. must be supplied if environmental regulations stipulate specialised disposal.

(6) If a defect is established, the Contractor must ensure a batch tracing procedure through labelling and archiving in the procurement/production supply chain.

(7) The Contractor must inform the Client of the respective valid revision status, if this deviates from the purchase order or is not defined explicitly in the purchase order.

(8) In the event of deviations in weight, the weight determined by the Client at report of receipt is valid, unless the Contractor can prove that the weight calculated by him has been determined correctly according to a generally recognised method. This applies for deviations in quantity correspondingly.

6. Payment, Assignment:

(1) If no written agreement with the Contractor has been made to the contrary, the Client pays within 21 working days with 3% cash discount or within 60 days net from the due date of the request for payment and receipt of both the invoice and the goods.

(2) The Client is entitled to all legal set-off rights and rights of retention.

(3) The Client is entitled to assign all claims from the purchase contract without the consent of the Contractor. The Contractor may not transfer his contractual claims either completely or partially to third parties without the explicit written consent of the Client. § 354BGB of the German Commercial Code is unaffected by this.

7. Warranty:

(1) The Client is entitled to all legal warranty claims. In all cases, the Client is entitled to demand either a rectification of the defects or the delivery of a new item by the Contractor. Entitlement to damages, in particular entitlement to damages in lieu of performance, remains explicitly reserved.

(2) The warranty also covers the full extent of parts supplied by the Contractor's subcontractor.

(3) Warranty claims – regardless of legal grounds – become invalid 36 months after the passing of the risk (effected delivery or acceptance). Longer legal statutes of limitations remain unaffected by this.

(4) If the Contractor fulfils his obligation for supplementary performance by the delivery of replacement parts, the statute of limitations recommences for the goods delivered as replacement parts after delivery of these parts, unless the Contractor has expressly and appropriately reserved the right only to make the replacement delivery for reasons of goodwill.

(5) If the Contractor does not immediately commence with the rectification of defects after request by the Client to rectify defects, the Client is entitled, in urgent cases, in particular for the purpose of defence against acute danger or to avoid even greater damage, to rectify the defects himself or to have the defects rectified by third parties at the cost of the Contractor.

8. Product Liability/Insurance Cover:

(1) If the Contractor is responsible for any damage to products, he is obliged to hold harmless the Client from claims for damages by third parties upon first request, insofar as the cause lies in his domain and area of organisation and he is in a legal relationship with third parties.

(2) In line with this, the Contractor is also obliged to reimburse any expenses that result from or are in connection with a product recall performed by the Client. The Client will inform the Contractor – if possible and reasonable – of the contents and scope of the product recall actions and provide him with the opportunity of a response. Other legal claims remain unaffected.

(3) The Contractor is obliged to maintain product liability insurance with a limit of indemnity of EUR 5 million for each personal injury/damage. If the Client is entitled to further claims for damages, these remain unaffected. The Contractor must submit a copy of the valid insurance contract to the Client upon request.

9. Goods Receipt Inspection:

Goods are accepted under the reservation of an inspection with respect to freedom of defects, and in particular with regard to correctness and completeness, if and when this is possible in the regular course of business. This is performed according to the "skip lot" principle. Defects are reprehended immediately upon discovery by the Client. In this respect, the Contractor waives the objection of delayed notification of defects.

10. Property Rights of Third Parties, Adherence to Legal Regulations:

(1) The Contractor guarantees that no patents or other property rights of third parties either at home or abroad will be violated by his deliveries/services and the utilisation thereof. If the Contractor's deliveries or

services violate the property rights of third parties, the Contractor will exempt the Client from claims by the holders of these rights, if he is responsible for these.

(2) If the utilisation of the delivery by the Client is affected by existing third-party property rights, the Contractor must, at his own cost, either acquire the respective permission or modify or exchange the affected parts of the delivery such that utilisation no longer conflicts with third-party property rights and that at the same time these correspond to the contractual agreements.

11. Production Resources/Tools and Nondisclosure:

(1) The Client reserves property rights and copyrights on all documents such as samples, drawings and models submitted to the Contractor in connection with the purchase order. The same applies for other production resources and tools that the Client transfers or provides to the Contractor or that the Contractor manufactures on behalf of the Client. Processing or alteration by the Contractor will be carried out after written release by the Client on behalf of the Client.

(2) Documents must be returned immediately to the Client if the Contractor does not accept the purchase order within the term defined in § 1. If the purchase order is accepted, the documents must be returned unbidden to the Client at the latest when the purchase order is executed.

(3) The Contractor is obliged to use the tools exclusively for manufacturing the products to be delivered to the Client. He is also obliged to maintain and service the tools at his own cost. He must notify the Client of failures immediately.

(4) The Contractor is obliged to keep secret all commercial and technical details that are not publicly known and which become known to him through the business connection, both at the present time and in the future. The optionally concluded nondisclosure agreement also applies. The obligation remains effective even after the execution of the contract. It expires if and in as far as the production knowledge contained in the submitted documents becomes generally known.

(5) The Contractor's subcontractors are also subject to the terms of nondisclosure.

12. Obligation to Procure Replacement Parts:

The Contractor is obliged to execute purchase orders for replacement parts and wear and tear parts for at least 10 years after the last delivery.

13. Place of Execution, Place of Jurisdiction:

The place of execution for all deliveries and services is the location of handover or acceptance defined by the Client. The place of jurisdiction is Osnabrück. The Client is also entitled to assert claims at the court responsible for the respective place of execution.

14. Applicable Law:

Any legal relations between the Client and the Contractor are governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

15. Written Form, Invalidation of Individual Regulations:

(1) All agreements that are made between the parties for the purpose of the execution of this contract are stipulated in this contract. Oral sub-agreements do not exist. Supplements or changes to this contract – including this requirement for the written form – must be made in written form.

(2) If any individual regulations of these conditions become completely or partially ineffective, the validity of the rest of the contract will not be affected. The contractual partners are obliged to replace the ineffective regulation with one that comes closest to supporting their economic success.

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