

# Terms of Use

## PART A – GENERAL PROVISIONS

### A.1. Introduction

#### A.1.1 KRONE-Applications, mykrone.green and mykrone.green-Services

We, mykrone.green GmbH, Heinrich-Krone Straße 10, 48480 Spelle (hereinafter: "**KRONE**", "**We**", "**Us**") offer our customers (hereinafter: "**User(s)**" or "**You**") the ability to use several web-based applications developed by Us (hereinafter: "**KRONE-Applications**") and to purchase products and services through these applications.

In order to provide the KRONE-Applications, including the products and services offered through the KRONE-Applications, we cooperate with other companies in the KRONE group of companies subject to these Terms of Use. Inter alia, Krone eCommerce GmbH & Co. KG, Heinrich-Krone-Straße 10, 48480 Spelle supports Us in the provision of the digital infrastructure for the KRONE-Applications. For more information on the KRONE group of companies, please visit our website at [www.krone.de](http://www.krone.de).

The KRONE-Applications include a web-based customer portal (hereinafter: "**mykrone.green**") under which several other KRONE-Applications (hereinafter: "**mykrone.green-Services**") are brought together. The following mykrone.green-Services, which are explained in more detail in Part B of these Terms of Use, are available for You via mykrone.green in different user roles:

- Dealer Portal (order information system; please see Section B.1)
- E-Solutions Shop (shop for software products and software licenses; please see Section B.2)
- Easy Select (online product configurator; also available as "KRONE App"; please see Section B.3)
- KRONE Used (contact mediation platform for the trading of used agricultural machinery; please see Section B.4)
- KWS Online (system for recording and processing warranty and guarantee cases; please see Section B.5)
- Smart Telematics (system for telemetry and data management for agricultural machinery; also available as app "SMART TELEMATICS"; please see Section B.6)
- KRONE Media (media center for retrieving information and media content on KRONE products and services; please see Section B.7)
- KRONE Training (training portal with technical and sales-oriented training content; please see Section B.8)

Moreover, there are links to other KRONE offers and functionalities in mykrone.green (e.g. KRONE Shop and KRONE diagnostics) as well as to the web service agoparts, a platform of an external provider with manufacturer-independent information on spare parts management in the field of agriculture. As far as You use these offers and functionalities, please refer to the information provided on the corresponding websites (please see Section B.9).

#### A.1.2 Single-Sign-On and Cross-Application Usage

Combining mykrone.green-Services in mykrone.green has the advantage for You that You can use all web applications with just one single registration in mykrone.green (single-sign-on). Some of the mykrone.green-Services can be used automatically once You register in mykrone.green (albeit only to a limited extent, if applicable), while others must be activated for You only (maybe after further authentication).

The mykrone.green-Services are usable across applications via mykrone.green. This means that data may be exchanged between some mykrone.green-Services and mykrone.green such as user data, company data, invoice addresses and machine data.

### A.1.3 Access Options and Language Versions

Access to mykrone.green is currently only possible via the websites We maintain for this purpose. Some of the mykrone.green-Services may also be accessible via other means, in particular via other websites, and/or are available as an app.

mykrone.green is currently available in various language versions (inter alia German, English, French and Polish).

### A.1.4 Scope of Application of the Terms of Use; Limited Usage for Consumers

These Terms of Use provide You with information about who may use the KRONE-Applications, how the KRONE-Applications may be used and how the KRONE-Applications may function, and other important information. Please take the time to read the Terms of Use carefully before using the KRONE-Applications. **Any use of the KRONE-Applications requires that You accept these Terms of Use in the course of the registration process and comply with the instructions and requirements contained herein during use.** The Terms of Use are available at any time while using the KRONE-Applications. However, We recommend that You save a copy of these Terms of Use locally on Your device so that they can be made available at any time.

These Terms of Use apply to business users (entrepreneurs in the sense of Section 14 of the German Civil Code), legal entities under public law or special funds under public law as well as private users (consumers in the sense of Section 13 of the German Civil Code). **However, not all KRONE-Applications are available to consumers and, insofar as You are a consumer and not a business user, You can use them for information purposes only (without ordering goods or services).** You are acting as an entrepreneur if You are ordering in the exercise of Your commercial or self-employed professional activity. You are a consumer if Your actions can predominantly neither be attributed to a commercial nor to an independent professional activity.

If via KRONE-Applications – regardless of these Terms of Use – any further agreements are concluded between You and Us or other companies of the KRONE group of companies (in particular those concerning the purchase of certain KRONE products, hereinafter jointly: "**Service Agreements**"; see also Section A.7.1), these are separate transactions to which the provisions in these Terms of Use apply only to the extent that they are applicable to those transactions (e.g. for the conclusion of the Service Agreements). In the event of any conflict or inconsistency between these Terms of Use and any such Service Agreement, these Terms of Use shall take precedence insofar as the use of KRONE-Applications is concerned. In all other respects, the relevant Service Agreement shall remain unaffected by these Terms of Use. Service Agreements are subject to the general terms and conditions of sale and delivery of the KRONE group of companies or the service provider (in each case "**General Terms and Conditions of Sale**").

These Terms of Use constitute and govern the contractual relationship between You and KRONE relating to the KRONE-Applications and You accept that these Terms of Use apply to the exclusion of any terms contained in any of Your own documents. Your use of any of the KRONE-Applications constitutes Your acceptance of these Terms of Use to the exclusion of Your own general terms and conditions (hereinafter: "**GTC**"). GTC of the User do not apply whether or not We expressly object to them. Any term different from these Terms of Use shall only apply if We have expressly agreed to the validity of such GTC.

### A.1.5 Modular Structure

These Terms of Use have a modular structure and consist of two parts (A und B):

- In this Part A – General Provisions You will find general information and regulations relating to all KRONE-Applications and in particular to mykrone.green.
- In Part B – Special Provisions You will find additional information on the use of the mykrone.green-Services offered via mykrone.green, subdivided according to the respective applications, which supplement the general information from Part A and prevail over Part A in the event of a contradiction. Since You may not be able to use all mykrone.green-Services, it is possible that not all sections of Part B of the Terms of Use are relevant to You.

### A.1.6 Data Protection

With regard to the processing of Your personal data associated with the use of KRONE-Applications, please refer to our Privacy Policy. The Privacy Policy is available in [mykrone.green](#) and under [Privacy Policy](#).

Your responsibility shall remain unaffected by any responsibility on our part if You process personal data from third parties via KRONE-Applications.

#### A.1.7 *Contacting Us*

Our mykrone.green service team will be pleased to assist You with any queries, explanations or correspondence regarding the use of KRONE-Applications. We will be happy to assist You in German and English. You can reach us at [support@mykrone.green](mailto:support@mykrone.green), via our contact form or at (+49) 5977 935 13866.

## A.2. Use of mykrone.green and Registration Process

### A.2.1 *Anonymous Users*

You can use mykrone.green and some of the mykrone.green-Services offered via mykrone.green anonymously (i.e. without registering) as an "**Anonymous User**", in particular for testing purposes. For Anonymous Users, however, many of the mykrone.green-Services are restricted in their functionality and can only be viewed for information purposes. Further functionalities will only be made available to You if You register as a "**Portal User**" (see Section A.2.2).

### A.2.2 *Registration Process for Commercial and Private Portal Users; Portal Variants*

You can register as a Portal User for mykrone.green using the registration process offered. You must first select whether You want to register as a "**Commercial Portal User**" or as a "**Private Portal User**":

- You must register as a Commercial Portal User if You are a legal entity, a company or an entrepreneur, e.g. an authorised KRONE sales partner, an agricultural business, a subcontractor, a service provider or a machinery pool. In order to register, You must provide Your status, name, address, contact details and Your VAT identification number or company tax number, as well as a salutation, first and last name, and commercial telephone and email address. You can also provide Your KRONE customer number, if You already have one. If You register as a Commercial Portal User, You will be assigned a user role in mykrone.green that corresponds to the status You have specified (authorised KRONE sales partner or commercial end customer). If You have any questions, please do not hesitate to contact Us (see Section A.1.7).
- You must register as a Private Portal User if You are a natural person and not an entrepreneur, but a consumer. For the registration it is necessary that You state a salutation, Your first and last name and an email address.

After Your successful registration (see section A.2.3), You will get access to the selected portal version (e.g. Germany, France, Great Britain, USA or International) on the basis of Your place of residence/registered office. Please note that in some portal versions not all mykrone.green-Services may be available since we cannot offer all functionalities everywhere. If You have any questions about this or would like to use another portal variant, please do not hesitate to contact Us (see Section A.1.7).

Since the user name assigned to You in mykrone.green is always the email address You specified, the email address must not already be assigned to another Portal User. Furthermore, all information provided in connection with the registration (hereinafter: "**Registration Data**") must be complete and correct. Upon completion of the registration process (including acceptance of these Terms of Use), You will receive one or more emails from Us, depending on the role of the User, to verify the email address You provided. Click on the verification link contained in this email to complete the registration process (double opt-in process). The link expires after 24 hours.

### A.2.3 *Creation of a Portal Account*

After having completed the registration process (see Section A.2.2), Your registration data will be checked by Us. We reserve the right to refuse a registration at our reasonable discretion if there are reasonable grounds for refusal (e.g. inaccurate information in the registration process, credit risk,

multiple registration, security concerns), and we may require further evidence from You (e.g. regarding Your principal activity or Your merchant contract) before making a final decision; You will be notified of this in a timely manner. If there are no concerns, We will create a user account for You in mykrone.green (hereinafter: "**Portal Account**").

After creating Your Portal Account, You will receive an email from Us with a link to assign Your password. You can then log in to mykrone.green using Your password and user name (hereinafter collectively: "**Portal Access Data**").

#### A.2.4 Password Security; Password Change

For security reasons, You are required to choose a secure password that is known only to You. We recommend that You use a password of at least ten characters containing uppercase, lowercase and at least one digit and one special character; however, Your password must contain at least two of the above character types and at least eight characters. You can change Your password at any time in Your Portal Account.

#### A.2.5 Responsibility for the Portal Account; Security of Portal Access Data; Keeping Up-to-date

You are solely responsible for keeping Your Portal Access Data secure and secret. All actions taken in connection with Your Portal Account and/or password, whether authorised or not, shall be deemed to have been taken by You or on Your behalf with Your authorisation. However, Your responsibility for the misuse of Your Portal Access Data is limited to the extent that You become the victim of illegal attacks by third parties (e.g. hackers, thieves, fraudsters) despite exercising due care. However, the burden of proof for such circumstances lies with You.

As soon as You have doubts about the confidentiality of Your Portal Access Data or You know or suspect that another person knows this data without authorisation, You must immediately change Your password and You must inform Us (see Section A.1.7) accordingly if unauthorised activities are performed under Your Portal Access Data.

You are obliged to keep the information on Your Portal Account up to date at all times and to correct it if relevant changes occur. You can change Your Registration Data in mykrone.green at any time either Yourself or, if this is not possible (e.g. email address or name), have it changed by Us by contacting Us (see Section A.1.7). You can also upload a picture of Yourself (see Section A.9).

#### A.2.6 My Dealers and My Machines

In order to use the full range of functions of mykrone.green, You can at any time after Your registration in Your Portal Account provide additional information on the KRONE agricultural machines or other KRONE products You use (under "My Machines") and, if applicable, on Your preferred KRONE retailer (under "My Dealer").

- To add a retailer to "My Dealer", select Your favorite retailer in the retailer search based on the post code or location You specify. You can select a maximum of two retailers. At the time being, this function is not available in all portal versions.
- To add a machine or another KRONE product to "My Machines" (see also Section A.3), please enter the respective machine or product number in the text field provided and click on "Add new machine". The addition of a machine or another KRONE product is only permitted if You are its owner or beneficial owner. Furthermore, the number of items to be added may be limited. You can filter Your machines by different categories.

#### A.2.7 Portal Inbox

Each Portal User is provided with their own portal inbox. The inbox can be used to receive and manage electronic messages. These messages are notifications about mykrone.green-Services or KRONE machines used by the Portal User or – if the Portal User gives the relevant consent – other useful information about interesting products or events for the Portal User. The Portal User is occasionally notified via his email address stored in mykrone.green as soon as messages are available in the portal inbox (You can deactivate these notifications in Your settings). Sending messages by a Portal User via the portal inbox (e.g. to Us or to other Portal Users) is not possible.

### A.2.8 Access to mykrone.green-Services

The mykrone.green-Services activated for You are available to You via mykrone.green according to Your user role. If mykrone.green-Services are not activated for You, You can apply for access to the relevant mykrone.green-Services via mykrone.green in order to activate them. Please note that some mykrone.green-Services are only available for certain user roles. Please contact Us if You have any questions (see Section A.1.7).

## A.3. Adding and Verification of KRONE Products

### A.3.1 Adding of KRONE Products

If You add the KRONE agricultural machines, machine terminals and KRONE Smart Connect control units (hereinafter: "**KSC**"; see Section A.3.2) used by You under "My Machines" in mykrone.green (see Section A.2.6), You can call up general information on the type of machines added (e.g. performance data, production series) in mykrone.green, depending on Your user role. You can optionally upload a picture and add further personal comments. You can also use various mykrone.green-Services with reference to the added machines, for example to order spare parts (via agoparts) or to configure a machine according to Your wishes (via Easy Select), provided that the relevant mykrone.green-Services are activated for You (see Section A.2.8).

### A.3.2 KSC

The KSC (see Section A.3.1) is a telemetry unit equipped with a multi-network SIM card and GPS receiver which can be attached to a KRONE agricultural machine. The KSC is the technical basis for all data management in connection with the relevant agricultural machine. With the help of the KSC, data can also be transmitted via a terminal device either automatically via remote data transmission ("over the air") or on site by our service personnel or by authorised KRONE sales partners.

Each KSC is provided with a product code. With the product code, any KSC can be individualised and identified. You have to enter the relevant product code, if You would like to add a KSC to "My Machines" (see Section A.3.1).

### A.3.3 Verification and Deverification of Added KRONE Products

To the extent that this function is available for You, You can have the KRONE products You have added (see Section A.3.1) verified in mykrone.green by using the relevant opt-in button, provided that You are entitled to do so. The verification and the use of functions which require a verification is only permitted if You are the owner of the KRONE product to be verified or if You have been permitted to do so by the owner. With **the verification You declare that You are entitled to use the verified KRONE products, and, more specifically, that You are the owner or that You have been permitted to do so by the owner.** We reserve the right, in case of justified doubts, to request evidence from You regarding Your ownership or permission.

By verifying a KSC, You can call up specific information on the data of the machine with the verified KSC (e.g. location, fill levels etc. via Smart Telematics) in mykrone.green or in other mykrone.green-Services, order special performance products for the machine (e.g. additional services via E-Solutions) and use machine maintenance or diagnostic services. By giving Your consent, You may allow selected dealers to access the data of the verified KRONE product as well.

As soon as a KRONE product that was verified no longer belongs to You or You are no longer entitled to it (e.g. after a sale of the KRONE product), You are obliged to delete the verification in mykrone.green (deverification).

Each KRONE product can only be verified for one Portal User. If You wish to have a specific KRONE product legitimately verified for You, but this KRONE product has already been verified or is still verified for another Portal User (e.g. for the previous owner) or if the verification does not correspond to the entitlement, please inform Us (see Section A.1.7). We reserve the right to demand the presentation of proof of entitlement.

## A.4. Main Users and Assigned Users

### A.4.1 Creating of Portal User Accounts

If You are a registered Commercial Portal User, You can create and manage further Portal User Accounts (hereinafter: "**Assigned Users**"; e.g. for Your own employees) within Your Portal Account being a "**Main User**". This is done by entering the required data (name, email address, any other notes) of the user to be assigned, assigning him a user role (e.g. buyer, seller) and having him activated for the mykrone.green-Services available to You. The data of the Assigned User must not already be registered for another Portal Account. The Assigned User will be notified of the request for assignment and must agree to it via an activation link sent to him with reference to these Terms of Use.

Other Portal Users can have themselves assigned to Your Portal Account as Assigned Users through a corresponding assignment request using Your customer number or email address. In this case, You as the Main User will be notified of the assignment request and forwarded to the assignment process described above via a link.

### A.4.2 Permissions

Assigned Users have the opportunity to use the mykrone.green-Services available to their Main User and to view the data stored for them (possibly only in part), provided that the Main User enables this by means of a corresponding activation.

Being the main user, You have the possibility at any time to change the data of the users assigned to You via our support (see Section A.1.7). You also have the option of removing Assigned Users and thus unassigning the assignment or assigning Your Main User rights to an Assigned User.

### A.4.3 Obligation to Inform and Responsibility

If Assigned Users – or other persons – use KRONE-Applications through Your Portal Account and/or through Your Portal Access Data, You **must inform them prior to the use of the content of these Terms of Use and any other requirements (including our Privacy Notice) and make them available to them if they are not already aware of them. Furthermore, You have to take sufficient care to ensure that those provisions are complied with.**

Please note that You are responsible according to Section A.2.5 if Assigned Users (or other persons) use mykrone.green-Services via Your Portal Account or using Your Portal Access Data.

## A.5. Gratuitous Services, Availability, Responsibility

### A.5.1 Gratuitous Services

Subject to the chargeable offers in individual mykrone.green-Services described in more detail in Part B of these Terms of Use, You may use the KRONE-Applications free of charge. In particular, registration in mykrone.green is free of charge.

### A.5.2 Availability

We make no warranties, express or implied, other than those set forth in these Terms of Use (see Section A.9) with respect to the availability of KRONE-Applications, but we strive for continuous and uninterrupted availability. We also reserve the right to further develop or alter the functions and possible uses of KRONE-Applications. The KRONE-Applications may need to be updated by Us from time to time for valid reasons, such as in the event of error corrections, functional improvements, adaptation of compatibility to the hardware, closure of possible security vulnerabilities and similar cases. Such updates are also carried out in Your interest. Therefore, You agree that such reasonable updates may be installed automatically, but this does not prevent You from not installing updates to Apps (see Section A.6). Temporary restrictions on availability may also result from maintenance work or force majeure events.

Please contact Us (see Section A.1.7) if You have any problems or complaints regarding the use of KRONE-Applications.



### A.5.3 Responsibility

We are responsible for the technical operation of the KRONE-Applications and the processing of Your data as it reaches us and is sent by Us, within the framework of these Terms of Use. We are only responsible for the transmission of data in both directions from the time before We sent the data to You and the time after We received it.

You are responsible for all conditions required on Your site to access and use KRONE-Applications, such as sufficient Internet connection and bandwidth, the hardware and/or software You use, and establishment of data connection points. You are expected to provide appropriate security devices and virus scanners on Your devices.

## A.6. Offering of Applications for Mobile Devices and Mobile Operating Systems (Apps)

### A.6.1 Download of Apps

If KRONE-Applications are offered as an App version in addition to the browser version, You must download them from the app store in question in accordance with the terms and conditions applicable there in order to be able to use the App. With the download You are granted a personal, simple, non-transferable right of use limited to the purpose of the application. The download does not confer any further rights on You (e.g. for items that can be acquired via in-app purchases).

### A.6.2 Use Restrictions

The information and components contained in our Apps are provided solely for use in accordance with these Terms of Use. In particular, app components, graphics, brand names and logos as well as other contents of the Apps may not be reproduced, distributed or used in any other way without our prior written consent. Any manipulation or technical modification of our Apps is prohibited.

### A.6.3 Changes to Apps and Warranties

We enable You to use our Apps in their current version. You do not have a claim to the production or maintenance of any specific technical specifications. Apart from that, Sections A.5.2 and A.9 apply.

## A.7. Orders and Service Agreements

### A.7.1 Orders and Service Agreements

Via some of the mykrone.green-Services in mykrone.green, Portal Users can order various items or other services that are offered via these mykrone.green-Services or are related to them, e.g. agricultural machinery, accessories, software products (hereinafter: "**Order**"). If Your Order is accepted, a separate contract is concluded between You as the purchaser and the provider of the ordered service ("Service Agreement", see Section A.1.4). All services available through the KRONE-Applications are offered to You by Us or by other companies in the KRONE group of companies, even if they are provided by third parties, unless We expressly act as intermediaries (e.g. in the case of KRONE Used). Please refer to the relevant passages in Part B of these Terms of Use for details of the available services, the service providers, the terms of service, the applicable Terms and Conditions of Sale and the ordering process.

### A.7.2 Prices and Conditions

When placing Orders by using KRONE-Applications, We will inform You of the applicable prices and conditions during the ordering process. Any customs duties, fees, taxes and other public charges shall be borne by You as the purchaser.

### A.7.3 Binding Nature

Orders placed via the KRONE-Applications via Your Portal Account are placed on Your behalf, regardless of who placed them, and are generally binding on You (for exceptions, see Section A. 2.5).

### A.7.4 Offers and Availability

Which products are available through the KRONE-Applications may vary from region to region. Therefore, not all products may be available in Your region. We reserve the right to change the services

offered and the prices at any time before the conclusion of the Service Agreement; each offer is therefore subject to confirmation before an effective acceptance of the Order. The mere presentation of services does not constitute a binding offer to conclude a Service Agreement.

Only the content of a Service Agreement determines the scope of and the obligations under such a Service Agreement. Insofar as information regarding the content of a Service Agreement, for example in overviews or similar, is made available by Us in the KRONE-Applications or otherwise, this information is non-binding unless expressly agreed otherwise.

#### A.7.5 *Provision of Services*

It is possible that services ordered by You will not be provided directly by Us but by other companies in the KRONE group (e.g. Maschinenfabrik Bernard Krone GmbH & Co. KG, Spelle). Insofar as this is the case (please note the relevant details in Part B), it is not Us but these companies who are Your sole contractual counterparty under the Service Agreement. Irrespective of the foregoing, We or other companies of the KRONE group may be involved in the performance of the Service Agreement on behalf of or at the behest of Your contractual counterparty.

#### A.7.6 *Payment Terms*

Unless otherwise agreed, the payment terms outlined in the applicable General Terms and Conditions of Sale (see Section A.1.4) apply for invoices issued by us. The date of receipt of payment on the account shall be conclusive for the date of payment. It is possible that payment may be made by You to a payment service provider or to a different KRONE group company from Your contractual counterparty. Insofar as this is the case, this shall be done on behalf of or at the behest of Us or Your contractual counterparty under the Service Agreement.

You shall only be entitled to set-off or retention rights if Your counterclaim has been legally established, or acknowledged or not disputed by Us. Any warranty rights to which You may be entitled shall remain unaffected.

### A.8. **Intellectual Property Rights**

#### A.8.1 *Scope of the Right to Use*

You are granted a non-exclusive, non-transferable and non-sublicensable right to use the KRONE-Applications in accordance with these Terms of Use. Any other use (e.g. circumvention of security mechanisms) is prohibited, unless otherwise agreed in individual cases. Unless otherwise specified in other agreements with KRONE, Your rights of use in connection with KRONE-Applications are limited to the term of these Terms of Use (see Section A.12). You also have the duty to refrain from anything that could impair the use of the KRONE-Applications, including, but not limited to, the introduction of Trojan horses, viruses, bugs, worms or other malware. Any manipulation, copying, reverse-engineering, disassembling, attempting to derive the source code of, modification or creation of derivative work of the KRONE-Applications is prohibited.

#### A.8.2 *KRONE Contents*

All information published via the KRONE-Applications, in particular data, texts, images, graphics, map material, videos, logos and their presentation, inclusive of any intellectual property related to the foregoing (hereinafter together: "**KRONE Content**") may only be used in accordance with the applicable legal regulations, in particular in compliance with copyright laws. In particular, the use of KRONE Content on third-party websites and/or platforms is only permitted with our prior written consent (or that of the authorised party).

#### A.8.3 *Third-Party Contents*

If You as a portal user are allowed to post Your own content in KRONE-Applications (e.g. in sales advertisements) or if such content is transmitted via KRONE-Applications (hereinafter: "**Third-Party Content**"), You are prohibited from posting such Third-Party Content (including, but not limited to, through links or frames) that violates applicable laws or official orders or is immoral. Furthermore, it is prohibited to post Third-Party Content that infringes the rights of third parties, in particular copyright or trademark rights, or that is misleading. We do not adopt Third-Party Content as our own and reserve the right to block Third-Party Contents immediately or, to the extent possible, delete it if it violates the



above provisions; You will be informed thereof. You are solely responsible for any infringements; Your liability shall be governed in particular by Section A.9.

#### A.8.4 Licenses by KRONE

The KRONE-Applications do not grant You any rights of use to any intellectual property rights of Us or other companies of the KRONE group of companies such as copyrights, trademarks or patents, unless expressly stated otherwise (e.g. in Part B of these Terms of Use).

#### A.8.5 Licenses of the User

You hereby grant Us free of charge a non-exclusive right to use any content (e.g. photos, texts) transferred by You into the KRONE-Applications for the purpose of the intended use within the framework of the KRONE-Applications, without restriction as to subject matter, time or place. You warrant to Us that You have the right to grant to Us such licensed rights to the content transferred by You to the KRONE-Applications to the extent specified in this section. The right of use includes in particular, but is not limited to, the right to use, publish, reproduce and distribute the content through the system, sublicense, sublease, publish, reproduce using all techniques (including digital techniques), market, rent or lease, and make the content publicly available. This does not affect compliance with applicable data protection rules.

#### A.8.6 Passing to Third Parties

Without our prior written consent, You may not pass on any content from KRONE-Applications to third parties (e.g. other companies) or use it for the sending or presentation of advertising, unless We have expressly agreed to this in writing beforehand.

### A.9. Warranty; Liability; Indemnity Obligation

#### A.9.1 Warranty

We warrant that the KRONE-Applications are functional and operational in accordance with the agreed quality and in accordance with these Terms of Use. We cannot guarantee that the KRONE-Applications will function correctly in all circumstances and at all times or that no changes will be made to the KRONE-Applications over time. Regarding Our responsibility, please see also Section A.5.2. Unless otherwise stipulated here, the statutory warranty provisions shall apply.

#### A.9.2 Offers by Third Parties

We assume no responsibility for the content posted by other Portal Users or for offers made by third parties in the KRONE-Applications. These are third-party offers that are independent of our services. In this regard, Our responsibility for up-to-dateness, completeness and correctness of such contents or for infringements of third party rights is excluded.

#### A.9.3 Liability of KRONE

We shall only be liable to You for any damages, losses or expenses suffered or incurred in connection with the use of KRONE-Applications in accordance with the following provisions. Any further liability (in particular, but not limited to, for any indirect, incidental, special, punitive or consequential losses or damages) shall be excluded; this limitation of liability shall also apply in favour of our employees, legal representatives, vicarious agents and agents. Irrespective of the above, We shall be liable without limitation

- a) in case of deliberate misconduct or gross negligence;
- b) within the scope of a guarantee expressly given by Us;
- c) for death or personal injury to body or health caused by Our negligence;
- d) for the culpable breach of an essential contractual obligation, the fulfilment of which is essential for the proper performance of the contract and the observance of which the contractual partner may regularly rely on ("cardinal obligation"), in the case of simple (slight) negligence, however, limited to the damage reasonably to be expected at the time of conclusion of the contract;

- e) for claims arising from the German Product Liability Act or other mandatory statutory provisions, but only in accordance with the provisions therein.

Liability for loss of data shall be limited to the typical cost of recovery that would have been incurred if backup copies had been made regularly in accordance with the associated risk; this shall not affect cases of unlimited liability.

#### *A.9.4 Liability of the User*

You shall be liable to Us for all damages, losses and expenses suffered or incurred by Us as a result of or in connection with any culpable breach of these Terms of Use attributable to You. In this respect, please note Your responsibility according to Sections A.2.5 and A.4.3.

#### *A.9.5 Indemnity*

You shall indemnify us (including our employees, legal representatives, vicarious agents and agents) against all claims, including claims for damages, which other Portal Users or other third parties may assert against Us on account of a violation of their rights due to a use of the KRONE-Applications attributable directly or indirectly to You (e.g. via Assigned Users or vicarious agents), including without limitation for a violation of Section A.8. You shall bear all reasonable costs incurred by Us due to such an infringement of rights, including reasonable costs for legal defence incurred by Us. You are free to prove that We have incurred lower costs. Your aforementioned obligations to indemnify do not apply if You can prove that You are not responsible for the breach of duty in question.

#### *A.9.6 Information Obligation*

You must notify Us immediately of any claims You may have known or become aware of by other Portal Users or other third parties in connection with the use of KRONE-Applications by You or users assigned to You. You can reach Us at the contact details given under Section A.1.7.

### **A.10. Confidentiality**

#### *A.10.1 Confidentiality of Trade Secrets and other Confidential Information*

You are obliged to keep confidential all trade secrets or other confidential information of any nature which are not in the public domain and are not generally known or easily learned or determined by persons outside of KRONE, or, with respect to Portal Users, by persons other than Portal Users, obtained from Us and/or other Portal Users in the course of using the KRONE-Applications and You may use such information only for the purposes of using the KRONE-Applications and their functions; insofar as such information is passed on to employees or other persons engaged by You, these persons must be subject to confidentiality obligations in line with these Terms of Use. The obligation to maintain confidentiality and limited use does not apply to information of which You can prove to have had prior knowledge of, which was accessible to the public or subsequently became accessible to the public without You being responsible for it or which was made accessible at any time by a third party authorised to do so to the best of Your knowledge.

#### *A.10.2 Exemptions*

As an exception to Section A.10.1, You are entitled to pass on confidential information to Your affiliated companies within the meaning of Section 15 of the German Stock Corporation Act insofar as this is necessary for the purpose of using the KRONE-Applications and/or for processing any activities made possible by the KRONE-Applications. You are also authorised to disclose confidential information to any governmental, judicial or other authority to which You are required by law to do so to the extent necessary to perform such duties. You must inform Us immediately in writing about such transfers, as far as possible, before the transfer.

#### *A.10.3 Duration of the Confidentiality Obligations*

The aforementioned confidentiality obligations shall apply for a period of three years from the termination of this agreement in accordance with Section A.12.

## **A.11. Assignability**

### *A.11.1 Transfer of Our Rights and Obligations*

We may transfer our rights and obligations under this agreement and/or Service Agreements in whole or in part to third parties, including by assignment or change of control. We will ensure that the transfer does not affect Your rights under this agreement and/or Service Agreements.

### *A.11.2 Transfer of Your Claims*

Claims or rights against Us relating to the use of KRONE-Applications may only be transferred to third parties with our prior written consent; such consent may not be unreasonably withheld by Us. This shall not apply if the claim is a monetary one and the legal transaction which gave rise to the claim is a commercial transaction for both parties or the debtor is a legal entity under public law or a special fund under public law.

## **A.12. Termination Rights and Termination**

### *A.12.1 Right of Termination at Any Time for Portal Users*

You may terminate Your use of the KRONE-Applications at any time without giving reasons by requesting that Your Portal Account in mykrone.green is deleted. You can send Us Your request for deletion in an email to [support@mykrone.green](mailto:support@mykrone.green) or using the contact form. The deletion of the Portal Account is regarded as a termination of the user relationship.

You can also cancel individual mykrone.green-Services in the same way (partial cancellation).

### *A.12.2 Right to Terminate for Good Cause for KRONE*

This agreement can be terminated by Us without notice if there is a good cause for doing so. This may be the case if, taking into account all circumstances of the individual case and weighing the interests of both parties, We cannot reasonably be expected to continue the contractual relationship until the agreed termination or the expiry of a period of notice. If the good cause is a breach of contract or duty, a termination is only possible after the expiry of a period determined for remedy or after a warning notice, insofar as this is not dispensable by way of exception due to special circumstances.

For Us, a good cause includes in particular, without limitation, that You have provided false information during registration or in any other way significantly violate these Terms of Use.

### *A.12.3 Notification*

You will be informed about the deletion of Your Portal Account by corresponding messages to the email address registered for You.

### *A.12.4 Consequences of Termination*

Upon termination, the Portal User's right to use the KRONE-Applications expires and Your Portal Account is deleted. Other agreements between You and Us (e.g. Service Agreements) shall remain unaffected by any termination, unless they require the use of KRONE-Applications.

If the Portal Account of the Main User of a Commercial Portal User is to be deleted, all Assigned Users are also deleted, provided that the role of the Main User is not transferred to an Assigned User. Assigned Users can only delete their own Portal Account.

Notwithstanding the foregoing, You still have the option of using the KRONE-Applications as an Anonymous User. You can also register again as a Portal User at any time, unless We deleted Your Portal Account for good cause (see Section A.12.2).

## **A.13. Changes to the Terms of Use**

Should these Terms of Use be amended or supplemented (e.g. to meet legal requirements, technical requirements or the implementation of court rulings), We will inform You in good time in advance, at the latest when You next log on to mykrone.green. Before You can continue working with the KRONE-

Applications, You must agree to the amended Terms of Use; otherwise You can exercise Your right of termination at any time (see Section A.12.1).

## **A.14. Final Provisions**

### *A.14.1 Enforceability*

Your obligations set forth in these Terms of Use and/or contained in Service Agreements shall remain effective and enforceable even if We fail to enforce them partially and/or temporarily.

### *A.14.2 Application of General Terms and Conditions*

In addition to these Terms of Use, only those General Terms and Conditions contained in Service Agreements shall apply.

### *A.14.3 Dealing with Disagreement*

We want You to be satisfied with Us. Should there be any disagreement, please let Us talk about it. You can reach Us via the contact address given above (see Section A.1.7). While We are negotiating our disagreements, the statute of limitations of any claims is of course suspended. Should it not be possible to reach an agreement, legal recourse is open to You.

### *A.14.4 Online Dispute Resolution for Consumers*

The online dispute resolution platform operated by the EU Commission (hereinafter: "**OS platform**") offers consumers the possibility of out-of-court dispute resolution. You can reach the OS platform under the following link: <https://ec.europa.eu/consumers/odr/>. However, this only applies to the extent that consumers can use the KRONE-Applications (please see the restrictions explained under Section A.1.4) and, furthermore, We do not participate in any dispute resolution proceedings before a consumer arbitration board and we are not obliged to participate either.

### *A.14.5 Place of Jurisdiction*

If You are a merchant, a legal entity under public law, a special fund under public law or a Portal User not residing in Germany, the exclusive place of jurisdiction shall be Spelle, Germany; any opposing mandatory places of jurisdiction (e.g. for foreign consumers) shall remain unaffected. However, We are also entitled to sue You before the court having jurisdiction at Your place of business.

### *A.14.6 Applicable Law*

These Terms of Use shall be governed by German law with exclusion of its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). Insofar as mandatory national legal provisions exist for foreign customers (e.g. for consumer protection), these shall remain unaffected in their scope of application.

### *A.14.7 Contract Language*

Unless otherwise agreed, the contractual language of these Terms of Use and of any Service Agreements concluded through Orders shall be German. In case of inconsistencies, the German version shall be the authoritative version in the event that further language versions of these Terms of Use are provided.

### *A.14.8 Precedence of Deviating Individual Agreements*

Any deviating individual agreements (other than Service Agreements, see A.1.4) with You shall take precedence over these Terms of Use.

### *A.14.9 Severability*

Should any provision of these Terms of Use between You and Us be or become invalid, this shall not affect the validity of the remaining provisions. If the invalid provision is an essential provision, the parties undertake to negotiate a valid provision together.

## PART B – SPECIAL PROVISIONS

### B.1. Dealer Portal

#### B.1.1 Explanation of the Application and Contact Details

Via mykrone.green We provide You with the "Dealer Portal" developed by Maschinenfabrik Bernard Krone GmbH & Co KG as a KRONE-Application. The Dealer Portal is an order tracking and order information system in which You can call up various information concerning Your Orders and commissions (e.g. invoices, due date reports, delivery notes, shipment tracking) and, if necessary, save it as a file and print it out. The Dealer Portal is a pure display tool that is fed with the data stored in our SAP system. No Orders can be placed or Service Agreements concluded via the Dealer Portal.

In addition to the contact details given under Section A.1.7, our Dealer Portal team is available at any time to answer any questions and provide explanations regarding the use of the Dealer Portal at [dealerportal@mykrone.green](mailto:dealerportal@mykrone.green).

#### B.1.2 Access Options and Fees

Access to the Dealer Portal is only possible via mykrone.green using a corresponding Portal Account. The use of the Dealer Portal is free of charge for You.

#### B.1.3 Authorised Users in mykrone.green

The Dealer Portal is available via mykrone.green for Commercial Portal Users provided they are authorised KRONE sales partners. **Please note that the Dealer Portal is offered to business customers only; a use of the Dealer Portal by Private Portal Users or Anonymous Users (in particular consumers in the sense of Section 13 German Civil Code) is not possible.**

#### B.1.4 Language Versions

The Dealer Portal is available in different language versions. You can change the language version by clicking on the flag in the upper left corner of the website.

#### B.1.5 Functions of the Dealer Portal

The following functionality is available to You in the Dealer Portal:

- Via the menu item "Track Orders" in the selection menu, You can check the status of Your orders (open, backorder, complete etc.). You can filter Your orders according to various criteria and display them with the relevant information. You can also display and print out delivery notes and invoices via a pop-up and track and trace Your shipments via the track & trace system of our shipping partners (our shipping partners are responsible for the details shown there).
- Via the menu item "Due Date Report" in the selection menu, You can view information on Your invoices and their due dates.

#### B.1.6 Supplementary Application of the Provisions in Part A

Unless otherwise regulated here, when using the Dealer Portal, please note that the general provisions of Part A of these Terms of Use apply supplementary.

### B.2. E-Solutions

#### B.2.1 Explanation of the Application and Contact Details

Via mykrone.green We offer You our E-Solutions Shop (hereinafter: "E-Solutions") as a KRONE-Application, which is an online shop for the purchase of add-ons (software extended functionality or software licenses). With E-Solutions You can effectively and uncomplicatedly purchase functional extensions for Your agricultural machinery.

In addition to the contact details given under Section A.1.7, our E-Solutions team is available at any time to answer any questions or provide explanations regarding the use of E-Solutions at [e-solutions@mykrone.green](mailto:e-solutions@mykrone.green).

### B.2.2 Access Options and Fees

Access to E-Solutions is only possible via mykrone.green using a corresponding Portal Account. E-Solutions is offered in the shown language versions from which You can choose.

Subject to the conclusion of Service Agreements as described under Section B.2.4, You can use E-Solutions free of charge.

### B.2.3 Authorised Users in mykrone.green

E-Solutions is available in mykrone.green for all Portal Users, all Assigned Users and also for Anonymous Users. **Please note that E-Solutions is designed to be used only by entrepreneurs within the meaning of Section 14 German Civil Code and not by consumers within the meaning of Section 13 German Civil Code. It is therefore not possible for Anonymous Users and Private Portal Users to place Orders and conclude Service Agreements via E-Solutions (see Section B.2.4).**

**You may use E-Solutions or the offers contained therein in relation to agricultural machinery only if You are either the owner or the beneficial owner of the relevant machine or if You have been permitted to do so by the owner or beneficial owner.**

### B.2.4 Service Agreements with Commercial Portal Users and Ordering Process

When placing Orders via E-Solutions, We will inform You during the ordering process about the applicable prices and conditions; details of the add-ons offered (in particular prices, availability, product variants, delivery modalities, prerequisites and technical requirements) can be found in the respective product description. The add-ons offered in E-Solutions are offered to You by Us even if they come from a third party.

When You order an add-on, a separate Service Agreement between You and Us is concluded for the purchase of this add-on. This is done by the following technical steps (please also note the general information in Section A.7):

- a) In E-Solutions, You can first select one of the machines, machine terminals or KSC's added for You in mykrone.green (see under Section A.2.6 and A.3) for which You would like to purchase add-ons. You can also add more machines to Your machine list. Alternatively, You can first select an add-on before selecting a machine.
- b) Based on the selection, the various add-ons offered for this machine are listed according to product categories on the start page. If You click on an add-on, the product description with further information will be displayed. You can select the product variant and the number using the selection options provided. You can put add-ons on a watch list or add them to Your shopping cart. The add-ons in Your shopping cart can be removed by You at any time.
- c) If You would like to order the contents of Your shopping cart, please click on the "Checkout" button located there. A complete overview of the contents of the shopping cart and the total price (including VAT) will be shown. Another click on the "Checkout" button opens a new window in which the billing address is displayed. In the next step You can choose Your preferred payment method (credit card, Paypal and maybe invoice). In the last step, a summary overview of all the data entered for the order is shown. At each of these steps You have the possibility at any time to return to the shopping cart and change Your order or correct data.
- d) If You would like to place a binding Order, You must click on the button "Order at cost". Such an Order shall be subject to our General Terms and Conditions of Sale (see Section B.2.6).
- e) After Your Order, the system will promptly send You an email confirming receipt of Your Order. This confirmation is expressly not an acceptance of Your offer to conclude the Service Agreement for the ordered items. We review the Order and perform further checks on which the acceptance or non-acceptance of the Order depends (in particular, whether the service ordered is currently available). Should an Order have to be rejected, You will be informed as soon as possible; any consideration already received will be refunded.
- f) After successful completion of these checks, We will send You an order confirmation with which We accept Your offer for the respective Order, whereby and at which time the Service Agreement is concluded. The order confirmation is available to You in the form of the email sent



to You. Please save them by Yourself. We reserve the right to accept an Order within a maximum of five working days.

#### *B.2.5 Contractual Party und Provision of Services*

We, mykrone.green GmbH, Heinrich-Krone-Straße 10, 48480 Spelle, Germany, are Your contractual party for Service Agreements concluded via E-Solutions. Only the terms, including the general terms and conditions of the service provider, included in the Order shall constitute the terms of, and define the scope and duties under the Service Agreements.

The add-ons You order will be provided by Us upon acceptance of Your Order. This is done either by activating the add-ons on site by Your KRONE dealer or "over the air" by sending the necessary data wirelessly to Your agricultural machine via remote data transmission – usually via a KSC (see Section A.3.2), if available. For software licenses, You will receive a corresponding software key (code) by e-mail.

In order to enable You to directly purchase and use add-ons through E-Solutions, You expressly agree that the digital content will be made available to You immediately.

It is possible that add-ons ordered by You will not be provided directly by Us, but may also be provided by other companies of the KRONE group of companies (e.g. Maschinenfabrik Bernard Krone GmbH & Co. KG). Insofar as this is the case, this shall be done on our behalf or at our behest.

#### *B.2.6 Application of the General Terms and Conditions of Sale*

We expressly point out that our General Terms and Conditions of Sale apply to Orders placed via E-Solutions in addition to these Terms of Use, unless otherwise specified in these Terms of Use. These can be accessed at <https://landmaschinen.krone.de/deutsch/agb-ekb/> in various language versions (e.g. German, English, French, Czech). This applies in particular to our warranty and liability for the ordered add-ons as well as for the terms of payment.

#### *B.2.7 Supplementary Application of the Provisions in Part A*

Unless otherwise specified herein, when using E-Solutions, please note that the general provisions of Part A of these Terms of Use apply supplementary.

### **B.3. KRONE Easy Select**

#### *B.3.1 Explanation of the Application and Contact Details*

Via mykrone.green We provide You with the online product configurator KRONE Easy Select (hereinafter: "**Easy Select**") developed by the KRONE group of companies as a KRONE-Application. With Easy Select You can inform Yourself free of charge about products offered by KRONE, in particular agricultural machinery, configure them and, if applicable, order products subject to a charge. In particular, You can configure the machines registered for You (see Section A.3) via Easy Select.

In addition to the contact details given under Section A.1.7, our Easy Select team is available at any time for any queries and explanations regarding the use of Easy Select at [kronesales@mykrone.green](mailto:kronesales@mykrone.green).

#### *B.3.2 Access Options and Fees*

Easy Select can be accessed via mykrone.green and the website <https://easysselect.it-p-s.com> as a browser version or as an app version via the KRONE App available for iOS (iPad only), which You can download to Your terminal device from the app store (see Section A.6).

Subject to the conclusion of Service Agreements described under Section B.3.5, You can use Easy Select free of charge.

#### *B.3.3 Authorised Users in mykrone.green*

Easy Select is available in mykrone.green for all Portal Users, all Assigned Users and also for Anonymous Users. Easy Select offers additional functions for authorised KRONE sales partners. **Please note that Easy Select is designed to be used only by entrepreneurs in the sense of Section 14 German Civil Code and not by consumers in the sense of Section 13 German Civil Code. It is not possible for Anonymous Users and Private Portal Users to place Orders and conclude Service**

**Agreements via Easy Select (see Section B.3.5). For Commercial Portal Users, this is only possible if You are an authorised KRONE sales partner.**

**B.3.4 Sub-User Accounts for Authorised KRONE Sales Partners**

If You are an authorised sales partner of the KRONE group of companies, You may be able to create sub-user accounts for sub-users (e.g. employees) under Your Easy Select account. If this possibility exists, sub-users are not able to place Orders via Easy Select; in all other respects, Sections A.2.5 and A.4 apply accordingly.

The sub-user accounts in Easy Select are independent from the user roles in mykrone.green, in particular they are not Assigned Users (see Section A.4.1). Sub-users are not registered automatically in mykrone.green, therefore sub-users must have or create their own Portal Account.

**B.3.5 Service Agreements with Commercial Portal Users and Ordering Process**

After a product configuration has been carried out, Commercial Portal Users who are authorised KRONE sales partners can place Orders electronically via Easy Select in order to conclude a Service Agreement (see Section A.1.4). **You are entitled to place such Orders via Easy Select only being an entrepreneur, i.e. if You act in the course of Your commercial or self-employed professional activity when You order** (see also Section A.1.4).

If You want to order a service via Easy Select and conclude a Service Agreement, this is done in the following technical steps (please also note the general information on this in Section A.7):

- a) After the configuration process has been completed, Easy Select allows You to select the desired services and add them to Your shopping cart by clicking the "Add to Cart" button.
- b) Once You have added the desired services to Your basket, the next step is to add further data to Your Order (including the choice between different machine categories: customer machines, warehouse machines or demonstration machines).
- c) By clicking on the button "Assign customer" (for customer machines) You have the option to enter customer data and classify the machine as a customer machine. Alternatively, a designation can be made as a warehouse or demonstration machine, which can be confirmed by "Accept". In addition, a separate reference number (external order number) can be assigned for the order and You can determine shipping address, shipping type and shipping options.
- d) In the last step of the shopping cart, You will receive an overview of all the order data entered up to that point.
- e) A click on the button "Order with cost" opens a window. There, You will again receive a reference to these Terms of Use and to the applicable General Terms and Conditions of Sale. By clicking the button "Order with cost" again, Your Order will be sent to Us with as your legally binding offer. Your Order represents an offer to conclude a corresponding Service Agreement.
- f) In each of the above steps, You have the opportunity to correct the data You have entered by clicking on the "Open/Edit" button.
- g) After Your Order You will immediately receive an email confirming the receipt of Your Order. This confirmation is expressly not an acceptance of Your offer to conclude the Service Agreement. You have the option of calling up the contract text of the Service Agreement as part of the ordering process, saving it in Your system and printing it out. You can also view Your Order data at any time under the "Overview" tab. In addition, the contract text is stored permanently by Us.
- h) In the next step, Your Order will be checked and further checks will be carried out on which the acceptance or non-acceptance of the Order depends (in particular, whether the ordered service is currently available). Should an Order have to be rejected, You will be informed as soon as possible; any consideration already received will be refunded.
- i) After successful completion of these checks, an order confirmation will be sent to You, accepting Your offer for the respective Order, whereby and at which time the Service Agreement is concluded. The acceptance of an Order takes place within a maximum of five working days. The

order confirmation is available to You in the form of the email sent to You. Please save them by Yourself.

#### *B.3.6 Contractual Party and Provision of Services*

Your contractual party for Service Agreements concluded via Easy Select is Maschinenfabrik Bernard Krone GmbH & Co KG, Heinrich-Krone-Straße 10, 48480 Spelle, Germany or the KRONE subsidiary responsible for Your area (You will be informed of Your contractual party in the order confirmation). Only the terms, including the general terms and conditions of the service provider, included in the order shall constitute the terms of, and define the scope and duties under the Service Agreements.

#### *B.3.7 Application of the General Terms and Conditions of Sale*

We expressly point out that our General Terms and Conditions of Sale apply to Orders placed via E-Solutions in addition to these Terms of Use, unless otherwise specified in these Terms of Use. These can be accessed at <https://landmaschinen.krone.de/deutsch/agb-ekb/> in various language versions (e.g. German, English, French, Czech). This applies in particular to our warranty and liability for the ordered add-ons as well as for the terms of payment.

#### *B.3.8 Supplementary Application of the Provisions in Part A*

Unless otherwise specified herein, when using Easy Select, please note that the general provisions of Part A of these Terms of Use apply supplementary.

### **B.4. KRONE Used**

#### *B.4.1 Explanation of the Application und Contact Details*

Via mykrone.green We provide You with the professional and international business-to-business platform KRONE Used (hereinafter: "**Used**") operated by KRONE as a KRONE-Application. Used is an intermediary platform for the trade of used agricultural machinery from KRONE or from other manufacturers. On Used, You can advertise agricultural Machinery with Your contact details for sale and retrieve offers from other users and contact the vendor. Used serves solely for the mediation and networking of users on the basis of the information available in the sales advertisements. Sales transactions cannot be processed directly via the platform (i.e. online). We are usually not involved in the sales transactions either; We merely act as passive intermediaries; however, other companies of the KRONE group of companies may also use the platform.

In addition to the contact details given under Section A.1.7, our Used team is available at any time to answer any questions or provide explanations regarding the use of Used at [used@mykrone.green](mailto:used@mykrone.green).

#### *B.4.2 Access Options and Fees*

Access to Used is only possible via mykrone.green using a corresponding Portal Account. The use of Used is free of charge.

#### *B.4.3 Authorised Users in mykrone.green*

Used is available via mykrone.green for Commercial Portal Users as long as they are authorised or certified KRONE sales partners. Authorised KRONE sales partners automatically receive access, other Commercial Portal Users can apply for access. **Please note that Used is offered for entrepreneurial customers only; use of Used by Private Portal Users or Anonymous Users (especially consumers in the sense of Section 13 German Civil Code) is not possible.**

#### *B.4.4 Platform Services*

Used is a platform for the trading of used agricultural machinery. As a user of Used You can advertise machines for sale on the one hand and contact vendors for the purpose of sales negotiations on the other hand. Our services in this regard consist of the provision of this functionality of the Used platform for users, the facilitation of contacts between users with regard to placed advertisements, the creation of information and communication possibilities between users and, if applicable, consulting and support services for users (hereinafter jointly referred to as "**Platform Services**").

#### *B.4.5 Creation, Review and Publication of Sales Advertisements*

Via Used You have the possibility to create sales advertisements for agricultural machinery offered by You (hereinafter: "**Advertisement**"). For this purpose, You must provide the intended information on the type (e.g. manufacturer, engine power, model, year of manufacture, serial number) and condition of the machine (e.g. drum hours, location, equipment, photos) when creating the Advertisement and indicate an offer price as well as the contact details of the contact person; further voluntary information (e.g. videos, links, free text information) is possible. If You are not the owner of a machine advertised by You, the creation of the Advertisement is only permitted if and to the extent that the owner has given You permission to do so; the same applies to other authorisations of third parties that could prevent a sale. With regard to the permissible contents in an Advertisement, Section A.8.3 applies. If You require help or advice when creating an Advertisement (e.g. when evaluating the price of the machine), You are welcome to contact Us (see Section B.4.1).

We publish created Advertisements on Used and make them available for inspection by all other users; however, We reserve the right to confirm that no inadmissible contents are contained in Advertisements and whether the information is obviously incorrect or insufficiently complete. If an Advertisement does not comply with the specifications, the user concerned will be informed by Us via the email address stored in mykrone.green, inclusive of stating the reasons, and the Advertisement will for the time being no longer be displayed. The user may edit and resubmit the Advertisement for publication.

#### *B.4.6 Contacting a Vendor (Contact Message) and Processing of Sales*

You can filter, browse and set up search orders for Advertisements posted on Used. If You are interested in placing an Advertisement, You can contact the vendor via a dialogue surface by sending him a contact message via the email address stored on mykrone.green. In the contact message You can enter Your name, Your contact data (e.g. telephone number and/or email address) and a free text message. See Section A.8.3 for the permissible contents in a contact message.

The further processing of a sales transaction after a contact has been established between users of Used is their sole responsibility, for which We are not responsible and over which We have no influence (see also Section B.4.8). Whether and with which interested parties a contract is concluded is a free decision of the vendor.

#### *B.4.7 Deactivation of Advertisements and Query of Sales Information*

Your Advertisements will be displayed on the platform until You deactivate them; our rights under Section B.4.5 remain unaffected. If You deactivate an Advertisement, the reason for deactivation is queried ("Sold", "Scrapped" or "Other"). In the event of a sale, the sales price and the country of sale are requested (hereinafter: "**Sales Information**"). The Sales Information is not passed on to third parties or reproduced on Used, but is stored by Us in an anonymous form in a database in order to enable Us to provide users and our other customers with advice on the price of machines to be sold if requested.

#### *B.4.8 Warranty for Platform Services and Liability*

Our responsibility is limited to the agreed provision of Platform Services in accordance with Section A.9. The negotiation, conclusion and execution of legal transactions concerning advertised agricultural machinery is the sole responsibility of the users involved. This means, more specifically, that We act only as a passive platform to connect potential sellers and potential purchasers and assume no liability for any dispute arising out of the conclusion of legal transactions through Used, the fulfilment of legal transactions concluded with the help of Used, or for material or legal defects of machinery offered on Used. Furthermore, We assume no liability for the true identity, the authorisation, the ownership and the power of disposal of Used users. In case of doubt, the users involved are themselves obliged to verify their true identity and power of disposal. The risk of error lies solely with the users involved.

#### *B.4.9 Supplementary Application of the Provisions in Part A*

Unless otherwise specified herein, when using Used, please note that the general provisions of Part A of these Terms of Use apply supplementary.

### **B.5. KWS Online**

### B.5.1 Explanation of the Application and Contact Details

Via mykrone.green We provide You with the warranty and guarantee processing system "**KWS Online**" (KRONE Warranty Service Online) developed by Maschinenfabrik Bernard Krone GmbH & Co KG as a KRONE-Application. KWS Online enables You to electronically manage and document the warranty and guarantee processing of Your KRONE machine inventory in an effective and user-friendly way.

In addition to the contact details given under Section A.1.7, our KWS Online team is available at any time to answer any questions or provide explanations regarding the use of E-Solutions at [kws@mykrone.green](mailto:kws@mykrone.green).

### B.5.2 Access Options and Fees

Access to KWS Online is only possible via mykrone.green using a corresponding Portal Account.

Subject to any costs incurred in processing the warranty or guarantee (see Section B.5.6), You may use KWS Online free of charge.

### B.5.3 Authorised Users in mykrone.green

KWS Online is available via mykrone.green for Commercial Portal Users provided they are authorised KRONE sales partners. **Please note that KWS Online is offered for entrepreneurial customers only; the use of KWS Online by Private Portal Users or Anonymous Users (in particular consumers in the sense of Section 13 German Civil Code) is not possible.**

### B.5.4 Language Versions

KWS Online is available in various language versions. You can change the language version by clicking on the flags in the top left-hand corner of the KWS Online home page.

### B.5.5 Transfer Declaration and Machine Inventory List

You can enter declarations of machine delivery in KWS Online via the "transfer declaration" request type and thus manage the inventory of the machines or products You are responsible for ("machine inventory list"). You can add new machines or products to Your machine inventory list when You deliver them to the end customer or when a (used) machine passes into Your service area or when the end customer changes. You can enter or create a transfer declaration as follows:

- a) You must first select the request type "transfer declaration" via the menu item "warranty processing" in the selection menu. Enter the requested data for the machine or product to be transferred.
- b) In the second step, enter the address data of the end customer to whom the machine or product was delivered and, if applicable, the dealer data.
- c) In the next step, You must enter the transfer date, which determines the start of the warranty period. You can also enter additional remarks.
- d) After entering all the necessary data, a form is available which You can use to document the delivery of the machine or product and which You can present to the end customer in printed form for signing as soon as the machine or product is delivered.
- e) Once the machine or product has been delivered, the delivered machine or product appears in Your machine inventory list, which can be selected in the selection menu. By assigning it to Your machine inventory list, only You are able to see the end customer data. You can filter and search Your machine or product stock according to various criteria. You can display and save machine data cards. If a machine or a product is included in Your machine inventory list by means of a machine delivery declaration, the address data stored for this machine or product will be deleted at other dealers. A machine or product can only be assigned to one dealer at a time.

### B.5.6 Submission of Electronic Guarantee and Warranty Applications

Via the menu item "warranty processing" in the selection menu, You can create a claim for warranty processing in KWS Online. This is carried out by the following technical steps (please also note the general information on Orders and Service Agreements in Section A.7):

- a) You must first select the type of application You wish to make with regard to the damage to be settled, i.e. determine the type of Your claim (e.g. machine warranty, machine goodwill, spare parts warranty application, campaigns/conversion application; for machine delivery declarations see Section B.5.4). You must also enter the machine number of Your KRONE machine affected by the request and You can assign an internal order number or description. In case of a campaign/conversion application, You must also enter the information number or repair record number (conversion number). In case of a spare parts warranty application, You must specify the material number of the affected spare part and the corresponding invoice number.
- b) In the second step, You must enter the address data of the end customer, the responsible dealer and optionally Your address data. If an end customer already exists for the specified machine number, his data is automatically displayed, but You can edit it. If the machine or product is not with the end customer, but is in stock, no address data is displayed.
- c) In the third step, the master data of the machine or product is displayed (delivery date, warranty registration, machine type, start and end of warranty period) and You must describe the damage that has occurred (e.g. part and quantity, damage date, fault location, remedial measures) and its (suspected) cause as precisely as possible. In case of a campaign/conversion application, You must enter the conversion date and a short description of the data on the damage that occurred.
- d) In the fourth step, You must indicate which costs and expenses You would like to have reimbursed (in particular for repairs You have carried out). You can choose between the items "spare part", "work labor" and "other". The sum of the items is displayed after saving the request according to Your user role.
- e) In the fifth step, You have the option of adding images of the damage that has occurred to a claim. You must select and upload the appropriate files. We recommend that You scale photos that are too large before uploading (e.g. to 640 x 480 pixels).
- f) The sixth and last step is an overview of the essential data for the claim. You can check all entered data again and change them by clicking on the respective tabs. You may also attach an internal note.
- g) Click the "submit application" button to send the claim to KRONE to start the warranty or guarantee processing. If You wish to submit the application at a later date, save it using the "save application" function.
- h) After submitting the application, You can view the current processing status, the claim history and, as soon as processing is complete, the decision on the submitted application via the application overview in the selection menu. You can list, filter and search Your claims list by different categories.

#### *B.5.7 Processing of the Application by KRONE*

Your claim for warranty or guarantee processing will be sent to Maschinenfabrik Bernard Krone GmbH & Co. KG, Heinrich-Krone-Straße 10, 48480 Spelle, Germany, which will also take care of the further processing of the application and make the decisions regarding Your application. If necessary, the person in charge of the application may request photographic material or used parts for assessment or ask questions. You can answer queries directly via the corresponding input masks in KWS Online.

You can contact our KWS Online team (see Section B.5.1) if You would like to be notified of any change in the status of Your claim via the email address stored with mykrone.green.

The warranty and guarantee application You have made may be approved or rejected in whole or in part after examination of the claim. Approval means that a credit note for the corresponding amount is issued for You, which may be offset against any outstanding invoices. A refusal means that the costs or expenses claimed by You will not be paid or refunded. The terms and conditions for the acceptance or rejection of applications shall be governed by the applicable KRONE General Terms and Conditions of Sale and the KRONE Warranty Terms and Conditions or the Dealer Agreement You have entered into with KRONE.



Moreover, conversions/campaigns to be carried out are only possible if the measure is covered by the applicable warranty, the machine type and machine number match the measure and the conversion was carried out within the specified time.

#### *B.5.8 Supplementary Application of the Provisions in Part A*

Unless otherwise specified herein, when using KWS Online, please note that the general provisions of Part A of these Terms of Use apply supplementary.

### **B.6. KRONE Smart Telematics**

#### *B.6.1 Explanation of the Application and Contact Details*

Via mykrone.green We provide You with the telemetry and data management system KRONE Smart Telematics (hereinafter: "**Smart Telematics**") developed by Maschinenfabrik Bernard Krone GmbH & Co. KG as a KRONE-Application, which You can order via E-Solutions (see Section B.2). Smart Telematics allows You to effectively and seamlessly manage Your agricultural machinery fleet and perform a detailed machine data analysis.

If You use Smart Telematics for Your KRONE agricultural machine, data and information relating to Your machine (hereinafter: "**Machine Data**") will be transferred to Us, processed by Us in a database and made available to You in Smart Telematics via Your user account. For example, You can track where Your KRONE agricultural machine is located, what distance it has covered or what consumption it has.

You can also allow Your dealer or KRONE service personnel to retrieve Machine Data in order to be able to perform services on Your KRONE agricultural machine, e.g. for the diagnosis and correction of possible defects of the machine or other products. For test purposes and after prior consultation with the affected Customer, the authorisation to retrieve Machine Data can be requested and granted during the verification process (see Section A.3.3).

Data is transmitted automatically by remote data transmission via a telemetry unit with SIM card and GPS receiver on the agricultural machine, the KSC (see Section A.3.2). Please note that the KSC and Smart Telematics only record machine-related data that can be assigned to a specific agricultural machine via the respective serial number of the machine and the number of the KSC. It is not possible for Us to draw specific conclusions about individuals dealing with the machine from Machine Data or to assign them to specific persons. The data related to Your machine is only displayed in Your Smart Telematics user account.

In order to provide Smart Telematics, it is necessary for Us to cooperate with other companies in the KRONE group of companies (for more information on the KRONE group of companies, please visit our website at <https://gruppe.krone.de/>). Datineo GmbH, Heinrich-Krone-Straße 10, 48480 Spelle, info@datineo.de, <https://datineo.de/> and InterNetX GmbH, Johanna-Dachs-Straße 55, 93055 Regensburg, [info@internetx.com](mailto:info@internetx.com) support Us in the preparation and provision of Machine Data.

In addition to the contact details given under Section A.1.7, our Smart Telematics team is available at any time to answer any questions or provide explanations regarding the use of Smart Telematics at [telematics@mykrone.green](mailto:telematics@mykrone.green).

#### *B.6.2 Access Options*

Access to Smart Telematics is possible via mykrone.green as a browser version or as an app version via the freely available "SMART TELEMATICS" app, which You can download from the app store to Your terminal device (see Section A.6).

#### *B.6.3 Authorised Users in mykrone.green, Activation and Declaration of Consent*

Smart Telematics is available via mykrone.green and as app for all Commercial Portal Users, provided they have been activated for this purpose after their registration in mykrone.green. **Please note that Smart Telematics is offered for entrepreneurial customers only; the use of Smart Telematics by Private Portal Users or Anonymous Users (in particular consumers in the sense of Section 13 German Civil Code) is not possible.**

**Via Smart Telematics, You may only view Machine Data of a KRONE agricultural machine if You are either the owner or the beneficial owner of the machine in question or if You have been permitted to do so by the owner or beneficial owner.**

Smart Telematics can only be used if the application has been activated for You or Your Portal Account. In order to activate Smart Telematics for You, You must verify the KSC to be used (see Section A.3.2 and Section A.3.3). We reserve the right to refuse the activation if there are legitimate reasons (e.g. incorrect information in the registration process, lack of authorisation, credit risk, security concerns); in this case You will be informed immediately. If there are no such concerns, We will activate Smart Telematics for You.

#### *B.6.4 Data Transmission via the KSC, Activation and Deactivation*

Smart Telematics can only be used in relation to a particular machine if this machine has a KSC and this KSC has been activated by Us after the activation has been approved by a verification of the respective KSC. No data transmission takes place before the KSC is activated.

Depending on the model and series of the machine, the following data belong to the Machine Data transmitted via the KSC:

- Operating status data (e.g. fuel consumption, fill levels, charge air temperature, coolant temperature, tank content of urea, speed, engine load);
- Data on active and inactive working time and lifetime;
- Active and inactive route data, including position data;
- Process-related data on tasks performed (e.g. bales deposited and cut, last bale deposit point, total area traveled, total distance, total yield, total number of bales);
- Drum and motor operating hours;
- Error messages and machine status messages;
- Reactions of the system in special operational situations (e.g. overload, failures).

The Machine Data of a machine will be made available to You by Us for a period of at least 24 months after it has been stored for the first time.

The use of Smart Telematics for a specific machine is only permitted if You are the owner or beneficial owner of this machine or if this has been permitted by the owner or beneficial owner. With the Declaration of Consent You declare that You are entitled to use Smart Telematics for the machine. **As soon as the machine no longer belongs to You or You are no longer entitled to it (e.g. after a sale of the machine), You are obliged to inform Us so that We can deactivate the KSC or delete the link to Your Portal Account.**

#### *B.6.5 License Agreement, License and License Terms*

By activating Smart Telematics, a License Agreement is concluded between You and Us regarding the use of the Smart Telematics software in its respective functional scope and the associated services and databases (hereinafter: "**License Agreement**"). The License Agreement grants You a non-exclusive right of use limited to such purposes as are set out in and for the duration of the License Agreement, which is not sublicensable or transferable without our written consent (hereinafter: "**License**"), including the right to install, load, display or run the Smart Telematics software and to use the related services and databases for Your own purposes in relation to the KSC assigned to You; each License relates only to one KSC at a time. Save to the extent that such rights may not be lawfully excluded, You are not entitled to reproduce, decompile, adapt or publicly reproduce any content.

We are entitled to grant You such Licenses. We may not unreasonably withhold our consent to sublicense or transfer Your license. If a fee is charged for the granting of the License, the License shall not commence before full payment of that fee.

If You violate any of the above provisions, all Licenses granted under the License Agreement shall immediately become ineffective and shall automatically terminate and revert to Us. In this case, You must immediately and completely cease using Smart Telematics and delete any copies made or hand them over to Us.

#### B.6.6 Duration and Termination of the License Agreement

The License Agreement initially runs for 24 months starting with the activation of Smart Telematics for the respective KSC, unless otherwise agreed. Thereafter, the License is automatically renewed for a further contract year, unless You or We terminate it in writing (email is sufficient, for contact details see Section B.6.1) with a notice period of one month before it expires. In particular, We reserve the right to terminate if We decide to offer Smart Telematics, in general or with regard to certain machine types, in the future not free of charge anymore, but only against payment of a fee.

The right to termination for good cause (as set forth in Section A.12.2) of the License Agreement remains unaffected. However, being the beneficiary of a machine, You can demand at any time that the KSC of this machine is deactivated (temporarily or permanently); this, however, does not affect the License Agreement concluded with regard to other KSC's that have been activated. Please contact Us for such a request (see Section B.6.1).

#### B.6.7 Free and Chargeable Use of Smart Telematics (License Fees)

We grant You the License to use Smart Telematics **free of charge** for the first 24 months, provided that You allow Us to use the Machine Data transferred by KSC for statistical purposes and to optimise our products.

After this period of free use, an additional License for Smart Telematics in general or for certain machine types may be **subject to a charge**. We will charge You the applicable License Fees for the granting or renewal of the License, of which You will be informed prior to the conclusion or renewal of the License Agreement.

#### B.6.8 Payment Terms

Any applicable license fees are payable in advance for the entire license period and will be invoiced to You at the beginning of the month following the Order (plus any applicable taxes and duties). In addition, Section A.7.6 applies.

In the event of a termination by You or any other termination of use of Smart Telematics, annual fees will not be refunded in whole or in part. Should the payment of the license fees not be made on time, We reserve the right to deactivate Smart Telematics for You.

#### B.6.9 Information of Data Subjects

If Smart Telematics is used with one of Your KRONE agricultural machines and this is used by one of Your employees or other third parties or made available to them, We cannot ourselves fulfil our data protection obligations towards these persons, as We do not know about these persons. Within the framework of these Terms of Use, You are therefore **obliged to inform these persons of the data processing procedures when using Smart Telematics and to draw their attention to the KRONE Privacy Policy (see Section A.1.6) insofar as these persons do not already have the relevant information.**

#### B.6.10 Warranty and Liability

We warrant that for the duration of the License Agreement the Smart Telematics software will have the contractually agreed quality in accordance with these Terms of Use and that no rights of third parties will conflict with the agreed use. You must notify Us (see Section B.6.1) in writing of any material defects and third party right infringements immediately after their discovery (email is sufficient) describing the circumstances in detail. We will remedy them within a reasonable time after they have been reported to us. However, We shall only be liable for defects which already existed when the License was granted to the user if We are responsible for these defects; otherwise, the statutory provisions shall apply.

This applies to both the browser and app version. The app version is always offered in their current version.

In all other respects, Section A.9 applies with regard to the liability and warranty rules.

#### B.6.11 Application of the General Terms and Conditions of Sale

We expressly point out that for the licensing of Smart Telematics our General Terms and Conditions of Sale apply in addition to these Terms of Use, unless otherwise specified in these Terms of Use. You can

download these in different language versions (e.g. German, English, French, Czech) under <https://landmaschinen.krone.de/deutsch/agb-ekb/>.

#### *B.6.12 Supplementary Application of the Provisions in Part A*

Unless otherwise specified herein, when using Smart Telematics, please note that the general provisions of Part A of these Terms of Use apply supplementary.

### **B.7. KRONE Media**

#### *B.7.1 Explanation of the Application and Contact Details*

Via mykrone.green We provide You with a media center developed and maintained by Maschinenfabrik Bernard Krone GmbH & Co KG for the retrieval of information and media on KRONE products and services (hereinafter: "**KRONE Media**"). Via KRONE Media You can easily access a variety of information (e.g. product data sheets, tutorials, advertising material) in different languages and different formats (e.g. PDF files, pictures, videos) at any time and download, save and print them if applicable. However, no orders can be placed or service contracts concluded via KRONE Media.

In addition to the contact details given under Section A.1.7, our KRONE Media team is available at any time to answer any questions or provide explanations regarding the use of KRONE Media under [mail@media.krone.de](mailto:mail@media.krone.de).

#### *B.7.2 Access Options*

Access to KRONE Media is possible via mykrone.green as well as via the website <https://media.krone.de>. The use of KRONE Media is free of charge.

#### *B.7.3 Authorised Users in mykrone.green*

KRONE Media is available in mykrone.green for all Portal Users, Assigned Users and also for Anonymous Users.

Authorised KRONE sales partners may retrieve additional content if You register as a sales partner by filling out and sending the corresponding registration form. With regard to the accuracy of the information provided, Section A.2.2 applies accordingly.

#### *B.7.4 Languages*

KRONE Media and many of the contents therein are available for You in different languages. You can change the language by clicking on the language selection menu in the top section of the website or in your mykrone.green settings. You can change the document language either directly in the KRONE Media search or in your mykrone.green settings.

#### *B.7.5 Functionality of and Contents in KRONE Media*

You can search, filter, and sort the information and content in KRONE Media by search terms, machine number or model, product groups, media types and document language, individually or in combination. You can further filter the content displayed in the hit list matching Your search query (e.g. by date or title) and retrieve, download and save them in the specified file format (MP4, PDF etc.). In particular, without limitation, operating instructions, pictures, marketing and sales material, information on spare parts, brochures, service information, test reports and videos can be retrieved.

#### *B.7.6 Restrictions when Using KRONE Media Contents*

The content and information available in KRONE Media are KRONE Content (see A. 8.2 below). However, You are entitled to use the content and information that can be accessed without registering as an authorised KRONE sales partner in a lawful manner for your own purposes (including public use). The content and information that can only be accessed after registering as an authorised KRONE sales partner may only be used internally and on a confidential basis.

Apart from that, the provisions in Sections A. 8.2, A. 8.4 and A. 8.6 shall apply with regard to the use of contents in KRONE Media.

#### *B.7.7 Supplementary Application of the Provisions in Part A*

Unless otherwise specified herein, when using Smart Telematics, please note that the general provisions of Part A of these Terms of Use apply supplementary.

## **B.8. KRONE Training**

### *B.8.1 Explanation of the Application and Contact Details*

Via mykrone.green we provide You with an electronic training portal with various technical and sales-oriented education offers as well as further education and training offers provided by Maschinenfabrik Bernard Krone GmbH & Co KG (hereinafter: "**KRONE Training**"). These offers comprise online and face-to-face training events in manageable groups, including related services (hereinafter jointly referred to as: "**Training Services**"), which can be booked for and attended by You or Your employees. Furthermore, information on education, further education and training offers as well as on the qualification profile of training participants can be accessed via KRONE Training.

In addition to the contact details given under Section A.1.7, our KRONE Training team is available at any time to answer any questions or provide explanations regarding the use of KRONE Training under [training@mykrone.green](mailto:training@mykrone.green).

### *B.8.2 Access Options and Fees*

Access to KRONE Training is possible via mykrone.green as well as via the website [www.krone.de/training](http://www.krone.de/training). Subject to any costs that may arise when booking paid Training Services (see Section B.8.5), You may use KRONE Training free of charge.

### *B.8.3 Authorised Users in mykrone.green*

KRONE Training is available in mykrone.green for all Portal Users, Assigned Users and also for Anonymous Users. **However, Private Portal Users (in particular consumers in the sense of Section 13 German Civil Code) can only attend or use Training Services booked for them by an authorised KRONE sales partner but they cannot book Training Services for themselves; Anonymous Users can neither book nor attend or use Training Services.**

### *B.8.4 Language Versions*

In KRONE Training there are several training portals from which You can choose: International, Germany, Great Britain, France and North America.

### *B.8.5 Booking, Administration and Use of Training Services*

Only Commercial Portal Users, in particular, without limitation, authorised KRONE sales partners and their employees and other agents as well as commercial end customers (hereinafter together referred to as: "**Training Participants**") may attend the education, further education and training courses. The contents of the Training Services are taught in face-to-face or online events in German, English or French.

Booking of training services is only possible for authorised KRONE sales partners by creating a booking order stating the desired Training Participants and sending it to KRONE. You can retrieve and print out Your bookings and their status at any time in KRONE Training. To correct running bookings of Training Services, You can use the buttons and steps shown in the menu. In addition, You can view the individual training history of Training Participants, subject to authorisation, to the extent for which You are authorised according to your role. Confirmations after completion of a booking or a cancellation as well as invoices and other information (also for Training Participants) are sent by email to the responsible authorised KRONE sales partner. If necessary, We request You to forward relevant information to the Training Participants concerned, with the exception of invitation letters for a driver training course (these are sent to the Training Participants by post) and bookings of e-training courses (here the Training Participants receive an email to the email address provided with a direct link to the training offer).

For Training Participants, the authorised KRONE sales partner can create participant accounts in KRONE Training, in which the Training Services assigned and booked for them can be retrieved and in which further training requirements can be reported by the Training Participant to the responsible authorised KRONE sales partner. With regard to the accuracy of the information provided, Section A.2.2

applies accordingly. In addition, the respective Training Participants can view the status of a binding booking and the Training Services booked for them in KRONE Training at any time via their participant account.

#### *B.8.6 Use of KRONE Training Contents*

You may only use the information, texts, illustrations etc. made available via KRONE Training to inform Yourself about the education, further education and training offers and the Training Services. Apart from that, the provisions of Sections A.8.2, A.8.4 and A.8.6 shall apply to the use of contents in KRONE Training.

#### *B.8.7 Contractual Party und Provision of Services*

Your contractual party for Service Agreements concluded via KRONE Training regarding the booking of Training Services is Maschinenfabrik Bernard Krone GmbH & Co KG, Heinrich-Krone-Straße 10, 48480 Spelle, Germany or the KRONE subsidiary responsible for Your area (You will be informed of Your contractual party in the order confirmation). Only the terms, including the general terms and conditions of the service provider, included in the order shall constitute the terms of, and define the scope and duties under the Service Agreements.

#### *B.8.8 Application of the General Terms and Conditions of Sale*

We expressly bring to Your attention that for the booking and provision of Training Services via KRONE Training our General Terms and Conditions of Sale apply in addition to these Terms of Use, unless otherwise specified in these Terms of Use. You can download these in different language versions (e.g. German, English, French, Czech) under <https://landmaschinen.krone.de/deutsch/agb-ekb/>. This applies particularly, without limitation, with regard to our defects liability and other liability for the booked Training Services, and with regard to the payment conditions.

#### *B.8.9 Supplementary Application of the Provisions in Part A*

Unless otherwise specified herein, when using KRONE Training, please note that the general provisions of Part A of these Terms of Use apply supplementary.

### **B.9. Links to Further Applications and Functionalities of KRONE and Third Parties**

Via mykrone.green – but outside the single-sign-on area – further KRONE-Applications and functionality can be accessed by Portal Users via existing links (e.g. KRONE Shop, KRONE diagnostics and KRONE excellent Parts) (hereinafter referred to as "**Linked Offers**"). If You wish to use these Linked Offers, the terms of use and general terms and conditions existing on the respective Internet pages for these Linked Offers are applicable instead of these Terms of Use.

This also applies to Linked Offers from external providers. At present, this only includes the web offer agroparts, a platform with manufacturer-independent information on original spare parts (spare parts catalogue) of LexCom Informationssysteme GmbH, Rüdeshheimer Straße 23, 80686 Munich. You can apply for the use of agroparts in your mykrone.green settings. However, in order to create an agroparts user account for You, it is necessary that You agree that Your registration data in mykrone.green may be passed on to agroparts by us.