

# Terms of Use

Version: March 2023

## 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, registered with Regional Court of Osnabrück, HRB 213775 (hereinafter: "**KRONE**", "**We**", "**Us**") offer our customers (hereinafter: "**User(s)**" or "**You**") the use of 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. The KRONE group of companies includes all companies in which the Bernard Krone Familienstiftung, Heinrich-Krone-Straße 10, 48480 Spelle, Germany, has a direct or indirect shareholding. 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)
- KRONE Sales (online product configurator; also available as application; 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 / Smart Support (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)
- KRONE Technical Information Center (TIC) (system for the provision of technical documents and information in the sense of a knowledge database; please see Section B.9)
- KRONE Service Application (system for digital support of service activities for and simplification of administrative processes in connection with the transfer of KRONE products; please see Section **Fehler! Verweisquelle konnte nicht gefunden werden.**).

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 agroparts, a platform of an external provider with manufacturer-independent information on spare parts management in the field of

agriculture. To the extent that You use these offers and functionalities, please refer to the information provided on the corresponding websites (please see Section B.11).

#### 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 (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; KRONE GTC*

These Terms of Use provide You information about who may use the KRONE-Applications, how the KRONE-Applications may be used and how the KRONE-Applications 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 non-commercial Users (consumers in the sense of Section 13 of the German Civil Code). **However, not all KRONE-Applications are available to consumers and, if You are a consumer and not a business User, You can use them for information purposes only (without ordering goods or services) and for free.** You are acting as an entrepreneur if You act in the exercise of Your commercial or self-employed professional activity. You are acting as 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 deliveries and services of KRONE (hereinafter: **"KRONE GTC"**) or the service provider, respectively. The KRONE GTC can be downloaded from <https://www.krone-agriculture.com/de/agb> in different language versions (e.g. German, English, Italian).

These Terms of Use constitute and govern the contractual relationship between You and Us 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 and the exclusion of Your own general terms and conditions (hereinafter: **"User GTC"**). User GTC do not apply, irrespective of 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 User GTC.

#### A.1.5 Modular Structure

These Terms of Use have a modular structure and consist of two parts (A and 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 the KRONE 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, via our contact form or at (49(0) 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**" for free, in particular for testing purposes. For Anonymous Users, however, many of the mykrone.green-Services are restricted in their functionality and can only be used for information purposes. Further functionalities will be available for You once You register as a "**Portal User**" (see Section A.2.2).

#### A.2.2 Registration Process for Commercial and Private Portal Users; User Roles; 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 authorized 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 specified (authorized KRONE sales partner or commercial end customer, e.g. for non-authorized distributors). If your company has multiple sites/locations, they can register independently and, if required, linked and managed via the main location. 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 obliged 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 authorized or not, shall be deemed to have been taken by You or on Your behalf with Your authorization. However, Your responsibility for the misuse of Your Portal Access Data is limited if and 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 authorization, You must immediately change Your password and You must inform Us (see Section A.1.7) accordingly if unauthorized 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 dealer to "My Dealer", select Your favorite dealer in the dealer search based on the post code or location You specify. You can select a maximum of two dealers. At the time being, this function is not available in all portal versions. The selected dealer will be informed about the selection by us.
- 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 have a legitimate interest in doing so (e.g. as 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 an 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. The Portal User is occasionally notified via his email address stored in mykrone.green as soon as messages are available in the portal inbox. 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 and/or are subject to license rights. 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 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 retrieve 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 agroparts) or to configure a machine according to Your wishes (via KRONE Sales), 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 authorized KRONE sales partners.

Each KSC is provided with a product code. With the product code, any KSC can be individualized and identified. You have to enter the relevant product code to add a KSC to "My Machines" (see Section A.3.1). For KSCs already installed in the machine, the product code is automatically displayed after adding the machine.

### 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 to "My Machines" (see Section A.3.1) verified in mykrone.green by using the relevant opt-in button. 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 adding and verifying a KSC, You agree to the start of data transfer, if not already done before (e.g. during the machine delivery). With the verified KSC You can retrieve specific information on the data of the machine (e.g. location, fill levels etc. via Smart Telematics / Smart Support) 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 (Smart Support). 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 the KRONE Privacy Policy, see**



**section A.1.6) and make them available to them if they are not already aware of them. You also 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. Free of Charge Services, Availability, Responsibility**

### **A.5.1 Free of Charge 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 do not assume any 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, although 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 transmitted by Us, within the framework of these Terms of Use. We are only responsible for the transmission of data in both directions for the time before We transmitted the data to You and for the time after We received it.

You are responsible for all conditions required on Your side 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 measures 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**

In the event that 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 relevant terms and conditions applicable 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 (hereinafter: "**Order**"), e.g. agricultural machinery, accessories, software products, licenses, subscriptions. 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 KRONE GTC 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 KRONE GTC (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 Us, 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 obligation to refrain from any activity 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, making available in public, reverse-engineering, disassembling, attempting to derive the source code of, modification or creation of derivative works of the KRONE-Applications is prohibited, unless to the extent that this is permitted by these Terms of Use or mandatory, indispensable applicable legal provisions (Sections 69d and 69e of the German Copyright Law).

### **A.8.2 KRONE Content**

All information published via the KRONE-Applications (irrespective if created by us or third parties), 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 authorized party).

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

If a Portal User is allowed to post own content in KRONE-Applications (e.g. in sales advertisements) or if such content is transmitted via KRONE-Applications (hereinafter: "**Third-Party Content**"), it is prohibited to post Third-Party Content (including, but not limited to, through links or frames) that violates applicable laws or official orders or is contra bonos mores. 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 Content 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 Grant of License by 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 on 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 advertisement.

### **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; in particular, we do not assume any warranty regarding the functioning of KRONE-Applications if they are used under non-intended conditions or in an improper manner. 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 and Section A.5.3. Unless otherwise stipulated in these Terms of Use or in the KRONE GTC, where applicable, the warranty provisions applicable according to statutory law shall apply.

#### *A.9.2 Offers by Third Parties*

Subject to our liability according to Section A.9.3, 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 content 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. In all other regards, our liability shall be excluded (in particular, but not limited to, for any indirect, incidental, special, punitive or consequential losses or damages); this limitation of liability shall also apply to the benefit 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 damage claims arising from the German Product Liability Act or the General Data Protection Regulation (EU) 2016/679 (GDPR) 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 defense 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 Assigned Users. 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 kind obtained in the course of using the KRONE-Applications which are not publicly known or publicly available, and which are made available to You by Us and/or other Portal Users as well as to use them only for the purposes of using the KRONE-Applications and their features; 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 authorized to do so to the best of Your knowledge.

#### *A.10.2 Exceptions*

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 authorized 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.10.4 Legal Protection of Information*

The contractually agreed protection of confidential information pursuant to this Section A.10 as well as in the context of Service Agreements is independent of and an addition to the applicable statutory provisions on the protection of information (e.g. under the German Law on the Protection of Trade Secrets).

### **A.11. Assignment**

#### *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, without your consent. 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 prior notice if there is a good cause for doing so ("*außerordentliche Kündigung*"). 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) by Us, 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 refrain from enforcing 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 resident in the EU 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 for the User for any claims (including counterclaims) and judicial legal action, irrespective of the legal grounds, arising out of or in connection with these Terms of Use or Service Agreements (including with regard to their validity), shall be Spelle, Germany; any opposing mandatory places of jurisdiction shall remain unaffected in their scope of application. We are entitled to take legal action before any court having jurisdiction.**

### *A.14.6 Applicable Law*

**German law, however with exclusion of its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG), shall apply to these Terms of Use as well as to concluded Service Agreements. Insofar as mandatory national legal provisions exist for foreign Users, 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 via KRONE-Application is German. In case of inconsistencies, the German version shall have priority in the event that further language versions of these Terms of Use are provided. Other language versions are only translations for easier handling.

### *A.14.8 Unconditional Priority of Individual Agreements*

Any deviating individual agreements 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.

#### 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 *Authorized Users in mykrone.green*

The Dealer Portal is available via mykrone.green for Commercial Portal Users, provided that they are registered in the User role as authorized sales partner (see Section A.2.2). **Please note that the Dealer Portal is offered to business Users 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, see Section A.1.4) 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. E-Solutions is an online shop in which you can purchase add-ons for machines and machine components (mainly software extended functionality or software licenses), license codes for external web applications, vouchers/discount codes and subscriptions for digital KRONE products and KRONE-Applications, particularly software functionalities, licenses and subscriptions (hereinafter collectively: "**E-Solutions Products**").



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 [esolutions@mykrone.green](mailto:esolutions@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 Authorized Users in mykrone.green*

E-Solutions is available in mykrone.green for all Portal Users and all Assigned 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 (see Section A.1.4). It is therefore not permitted for Private Portal Users to place Orders via E-Solutions and conclude Service Agreements for E-Solutions Products (see Section B.2.4). For Anonymous Users it is not possible to place Orders.**

**You may use E-Solutions Products 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 E-Solutions Products offered (in particular prices, availability, product variants, delivery modalities, prerequisites, technical requirements and license conditions, please see Section B.2.6) can be found in the respective product description. The E-Solutions Products offered in E-Solutions are offered to You by Us even if they come from a third party.

When You order an E-Solutions Product, a separate Service Agreement between You and Us is concluded for the purchase of this E-Solutions Product. 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, KSC (see Section A.2.6 and A.3) or other electronic components, added for You in mykrone.green for which You would like to purchase E-Solutions Products. You can also add more machines to Your machine list. Alternatively, You can first select an E-Solutions Product before selecting a machine.
- b) Based on the selection, various E-Solutions Products offered for this machine are listed sorted by product categories on the start page. If You select an E-Solutions Product, 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 E-Solutions Products on a watch list or add them to Your shopping cart. The E-Solutions Products 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 new window opens in which the billing address is displayed. In the next step You can choose a payment method (credit card, PayPal or, if applicable, SEPA corporate direct debit or invoice). In the last step, a summary overview of all the data entered as well as the total price (including VAT) 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 KRONE GTC (see Section B.2.6).
- e) After the ordering, the system will promptly send You an email confirming receipt of Your Order to the e-mail address you provided. 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 and 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. However, it is possible that E-Solutions Products ordered by You may not be provided directly by Us, but by other companies of the KRONE group of companies (e.g. Maschinenfabrik Bernard Krone GmbH & Co. KG). In this event, this is done on Our behalf or at Our behest. 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 obligations under the Service Agreements.

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

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

#### *B.2.6 Software Licenses, Software Subscriptions and License Terms for mykrone.green-Services*

If an E-Solutions Product is a software license or a software subscription for the temporary or permanent use of a mykrone.green-Service that requires a license, a corresponding license agreement (hereinafter: "**License Agreement**") regarding the use of this mykrone.green-Service subject to licensing is concluded between You as the licensee and Us as the licensor once it is activated for You in mykrone.green. The License Agreement exists in addition to the general authorization to use KRONE-Applications (see Section A.8.1). You will be informed about details on availability, scope of use, duration (e.g. daily, monthly or annual licenses, with renewal options, if applicable), notice periods, and the costs of the License Agreement during the respective order process or in the product description (please see Section B.2.4). If multiple licenses are acquired via the License Agreement (e.g. in license packages), further license management is carried out by the purchaser of the licenses.

Depending on the offer, free licenses for demonstration purposes may also be offered for a limited test period; however, there is no right to claim this. For the future, We reserve the right to offer certain licenses in general or licenses for certain machine types only with costs.

We are entitled to grant You the software licenses offered via E-Solutions. Within the scope and for the duration of the License Agreement, You are granted a non-exclusive and not without our written consent sublicensable or transferable right of use. We may not unreasonably withhold Our consent to sublicense or transfer Your license. The right of use includes the right to install, load, display, or run the software in question and the associated services and databases for Your own purposes in relation to Your Portal Account. In addition, the granting and limits of license rights are subject to the provisions of A.8.1 as well as the corresponding provisions for software licenses in § 8 of the KRONE GTC (see Section B.2.8).

For the granting or renewal of the license, We charge the applicable license fees, the amount of which will be communicated to You prior to the conclusion or extension of the License Agreement. Unless otherwise specified, any license fees incurred for the use of license-requiring mykrone.green-Services are to be paid in advance for the entire license period and will be invoiced

to You immediately after the conclusion of the License Agreement (plus any applicable taxes and other levies); in all other regards, the terms of payment shall be governed by Section A.7.6. If due license fees are not paid on time, We reserve the right to suspend access to the license-requiring mykrone.green-Service until payment is made.

You have the right to terminate the License Agreement at any time in accordance with Section A.12.1. We have the right to terminate the License Agreement for good cause (see Section A.12.2). There is a good cause for termination of a License Agreement for us, if (i) the User has not paid a due fee within the payment period, (ii) the User violates our rights by using the E-Solutions Product beyond the extent permitted under the License Agreement and does not stop the infringement within a reasonable period of time after receiving a warning from Us, (iii) it turns out that the User is subject to an order blocking (e.g. due to lack of creditworthiness, inclusion on a sanction list, critical end use) or (iv) We generally do not longer offer the E-Solutions Product in question in the future at all or under the previous conditions and the User is informed about this circumstance at least three months in advance.

In the event of early termination of the License Agreement, for any reason whatsoever, the User will not be reimbursed for any license fees paid; We shall only be liable for reimbursements in accordance with the provisions of Section A.9.3.

We warrant that during the term of the License Agreement the licensed content will have the contractually agreed quality in accordance with these Terms of Use and that no third-party rights conflict with the agreed use. We shall remedy any defects within a reasonable time after the User has notified us of such defects by describing the circumstances in detail and the time of their occurrence. In all other respects, the liability and warranty rules in Section B.2.7 and Section A.9 shall apply.

#### *B.2.7 Supplementary Application of the KRONE GTC*

We expressly point out that the KRONE GTC apply to Orders and purchases of E-Solution Products via E-Solutions in addition to these Terms of Use, unless otherwise specified in the respective Service Agreement and these Terms of Use (see Section A.1.4). This applies in particular to our warranty and liability for the ordered E-Solutions Products as well as for the terms of payment.

#### *B.2.8 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 Sales**

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

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

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

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

KRONE Sales can be accessed via mykrone.green as a browser version or as an app version via the KRONE Sales 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.3.4, You can use KRONE Sales free of charge.

### B.3.3 Authorized Users in mykrone.green

KRONE Sales is available in mykrone.green for all Portal Users, all Assigned Users and also for Anonymous Users. KRONE Sales offers additional functions for authorized sales partners. **Please note that KRONE Sales 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 (see Section A.1.4). It is not possible for Anonymous Users and Private Portal Users to place Orders and conclude Service Agreements via KRONE Sales (see Section B.3.4). For Commercial Portal Users, this is only possible if You are an authorized KRONE sales partner.**

### B.3.4 Service Agreements with Commercial Portal Users and Ordering Process

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

If You want to order a product via KRONE Sales 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, KRONE Sales allows You to select the desired services and add them as "Project" by clicking the "Save" button.  
Once You have added the desired services to Your Projects, the next step is to add further data to Your Order (e.g. Order data, history of the Order, comments).
- b) By clicking on the button "end customer" (for end customer machines) You have the option to enter end customer data and classify the machine as a customer machine; alternatively, a designation can be made as a warehouse or demonstration machine. In addition, a separate reference number (external Order number) can be assigned for the Order and You can determine the payment terms, the factory agent, the shipping address, the shipping type and the shipping options. You can archive, export, copy, delete or create printable versions of the project and change the project status at any time under "Select action".
- c) A click on the button "Place Order" under "Select action" opens a window. There, You will again receive a reference to these Terms of Use and to the applicable KRONE GTC. By clicking the button "Place Order" 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.
- d) In each of the above steps, You have the opportunity to correct the data You have entered by editing the project and saving the changes made.
- e) 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 Agreements 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 "Project" tab. In addition, the contract text is stored permanently by Us.
- f) 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.
- g) 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.3.5 Contractual Party and Provision of Services*

Your contractual party for Service Agreements concluded via KRONE Sales 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.3.6 Application of the KRONE GTC*

We expressly point out that our KRONE GTC apply to Orders placed via KRONE Sales in addition to these Terms of Use, unless otherwise specified in the respective Service Agreement or these Terms of Use (see Section A.1.4). This applies in particular to our warranty and liability for the ordered products as well as for the terms of payment.

### *B.3.7 Information of Persons Concerned*

In the event that data, in particular personal data of a natural person or a legal entity (e.g. an end customer), is transmitted to the KRONE Group of companies in connection with the use of KRONE Sales (e.g. when placing an Order), we are not able to comply with our data protection information obligations in a timely manner since the respective persons are not known to us prior to the data transfer. Therefore, You are under these Terms of Use **obligated to inform data subjects about the data processing in connection with the use of KRONE Sales, and to obtain any required declarations of consent, where required, and to refer them to the KRONE Privacy Policy (see Section A.1.6), to the extent that these persons do not already have the relevant information.**

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

Unless otherwise specified herein, when using KRONE Sales, 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 and Contact Details*

Via mykrone.green We provide You with the international business-to-business platform KRONE Used (hereinafter: "**Used**") 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 Authorized Users in mykrone.green*

Used is available via mykrone.green for Commercial Portal Users, provided that they are registered as authorized KRONE sales partners. Authorized KRONE sales partners automatically receive access, other Commercial Portal Users can apply for access. **Please note that Used is offered for entrepreneurial Users only; use of Used by Private Portal Users or Anonymous Users (especially consumers in the sense of Section 13 German Civil Code, see Section A.1.4) 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 authorizations 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 authorization, 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 Authorized Users in mykrone.green*

KWS Online is available via mykrone.green for Commercial Portal Users provided that they are registered as authorized KRONE sales partners. **Please note that KWS Online is offered for entrepreneurial Users 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, see Section A.1.4) 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.5.5). 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 form 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 GTC and the Warranty Terms and Conditions or the Dealer Agreement You have entered into.

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 / Smart Support**

### *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 / Smart Support (hereinafter: "**Smart Telematics / Smart Support**") developed by Maschinenfabrik Bernard Krone GmbH & Co. KG as a KRONE-Application. Smart Telematics allows You to effectively and seamlessly manage Your agricultural machinery fleet and perform a detailed machine data analysis. The use and necessary activation of Smart Telematics / Smart Support requires a license, which can be purchased via E-Solutions as an E-Solution Product (see Section B.2).

In order to provide Smart Telematics / Smart Support 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 the Smart Telematics application 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 via the Smart Support function or in other way 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 User, the authorization 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. Regarding a possible further use of the Machine Data, please refer to the KRONE data privacy policy for Smart Telematics / Smart Support.

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](mailto: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 / Smart Support 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) and for Smart Support at [smartsupport@mykrone.green](mailto:smartsupport@mykrone.green).

#### *B.6.2 Access Options*

Access to Smart Telematics / Smart Support 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 Authorized Users in mykrone.green and Activation*

Smart Telematics / Smart Support is available via mykrone.green and as app for all Commercial Portal Users (see Section A.2.2), provided that they have been activated for this service after the purchase of a corresponding License Agreement after their registration in mykrone.green; each license always refers to only one KSC. **Please note that Smart Telematics / Smart Support is offered for entrepreneurial Users only; the use of Smart Telematics / Smart Support by Private Portal Users or Anonymous Users (in particular consumers in the sense of Section 13 German Civil Code, see Section A.1.4) is not permitted.**

**No Orders can be placed and no Service Agreements can be concluded directly via Smart Telematics / Smart Support.**

Smart Telematics / Smart Support 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 authorization, 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, Declaration of Consent*

Smart Telematics / Smart Support can only be used in relation to a particular machine if this machine has an activated KSC. No data transmission takes place before the KSC is activated. If the KSC is installed as standard in a certain KRONE machine (information on this can be obtained from us, from the relevant vendor and on our websites), it is automatically activated and you do not need to do anything else. If you want to have an activated KSC deactivated temporarily or permanently, please contact Us (see Section B.6.1).

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.

Via Smart Telematics / Smart Support You may only view and use the Machine Data of a KRONE agricultural machine if You are either the owner or beneficial owner of this machine or if this has been permitted by the owner or beneficial owner. **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 either deactivate the KSC or delete the link to Your Portal Account.**

#### *B.6.5 Information of Data Subjects*

If Smart Telematics / Smart Support 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 / Smart Support, obtain any required declarations of consent 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.6.6 Supplementary Application of the Provisions in Part A*

Unless otherwise specified herein, when using Smart Telematics / Smart Support, 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 and marketing 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 Authorized Users in mykrone.green*

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

Authorized 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, pictures, marketing and sales material, brochures, 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 Section A.8.2 below). However, You are entitled to use the content and information that can be accessed without registering as an authorized 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 authorized 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 Authorized 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, see Section A.1.4) can only attend or use Training Services booked for them by an authorized 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 (see Section A.2.2) and their employees and other agents (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 Commercial Portal Users registered as authorized 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 authorization, to the extent for which You are authorized 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 authorized 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 authorized 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 authorized 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 and 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 KRONE GTC*

We expressly point out that for the booking and provision of Training Services via KRONE Training our KRONE GTC apply in addition to these Terms of Use, unless otherwise specified in these Terms of Use and in the respective service agreement (see Section A.1.4). 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. KRONE Technical Information Center (TIC)**

#### *B.9.1 Explanation of the Application and Contact*

Via mykrone.green we provide you with the document management system KRONE Technical Information Center (hereinafter: "**KRONE TIC**"), developed and maintained by Maschinenfabrik Bernard Krone GmbH & Co. KG, in which a variety of technical information and media for repair and maintenance services in the sense of a knowledge database (e.g. operating instructions, spare parts lists, training documents, tutorials, guided troubleshooting, circuit diagrams, etc.) of KRONE products is made available electronically for the User. The files in KRONE TIC are made available

via a cloud service provider and in different languages and different formats (e.g. PDF files, html files, videos) and can be downloaded, saved and printed, if necessary. For the full use of KRONE TIC, a license is required, which can be purchased via E-Solutions (see Section B.2).

In addition to the contact details provided in Section A.1.7, our KRONE TIC team is always available for any queries and explanations regarding the use of KRONE TIC at [tic@mykrone.green](mailto:tic@mykrone.green).

#### *B.9.2 Access Options, Authorized Users, Fees, Basic and Premium Content*

KRONE TIC can be accessed currently only via mykrone.green. All Portal Users, all Assigned Users and also Anonymous Users can use KRONE TIC in the basic version free of charge and access part of the information (e.g. operating instructions) (hereinafter: "**Basic Content**"). However, specific information in KRONE TIC is only provided on the basis of roles or training qualifications, i.e. this requires that the Portal User is registered in a specific User role (see Section A.2.2) and/or has completed a specific training offer and KRONE Training (see Section B.8) is also activated for this User.

To view or activate content subject to a license (hereinafter: "**Premium Content**"), a corresponding license is required which can be purchased in the E-Solutions-Shop as E-Solutions Product under the specifications explained above (see Section B.2). **The License Agreement required for the retrieval of Premium Content can only be concluded by Commercial Portal Users who are registered in the User role as authorized or non-authorized sales partners (see Section A.2.2), as well as their employees and other agents; this option does not exist for Private Portal Users.** No orders can be placed and no Service Agreements can be concluded directly via KRONE TIC.

#### *B.9.3 Language Versions*

KRONE TIC and much of the content contained therein is available in different language versions. You can change the language version (interface language and document language) of KRONE TIC in Your mykrone.green settings or in the KRONE TIC settings. You can also change the document language in KRONE TIC within the document view or select it in the filter structure.

#### *B.9.4 Functionalities and Contents in KRONE TIC*

You can search, filter and sort information and content in KRONE TIC using search terms, machine number or model, product groups, types of information, file format and document languages individually and in combination. You can further sort the contents displayed in the hit list matching Your search query (e.g. title ascending/descending, relevance, oldest/newest first) and retrieve it in the file format (HTML, PDF etc.). You can download and save a part of the information depending on Your authorization. Particularly, the following information can be retrieved: Operating manuals, spare parts information, guided troubleshooting, training information (qualification based), service and repair shop information as well as tutorials.

#### *B.9.5 Use Restrictions for Content in KRONE TIC*

The content and information available in KRONE TIC is KRONE Content (see Section A.8.2). However, You are entitled to use the Basic Content in a lawful manner for Your own purposes (including in public). The Premium Content, being subject to licensing, shall not be made publicly available, used only for Your own business purposes and only within the scope of the license conditions. This applies accordingly to downloaded information and to the sharing of links regarding information retrievable in KRONE TIC.

In all other respects, the provisions of the Sections A.8.2, A.8.4 and A.8.6 apply.

#### *B.9.6 Applicability of the Provisions of Part A*

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

## **B.10. KRONE Service Application**

### *B.10.1. Explanation of the Application and Contact*

Via mykrone.green We provide our authorized sales partners and their employees with an interactive system KRONE Service Application (hereinafter: "**KRONE Service Application**"), developed and maintained by Maschinenfabrik Bernard Krone GmbH & Co. KG, an interactive system for digital support of service activities for and simplification of the administrative processing of KRONE products. The KRONE Service Application provides serial number related questionnaires and templates to assist the User and his staff on service activities regarding KRONE products with gathered empirical values and a various additional information. No Orders can be placed and no Service Agreements can be concluded directly via the KRONE Service Application.

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

### *B.10.2. Access Options and Fees*

You can access the KRONE Service Application via mykrone.green as browser version by using Your Portal Account or as an app version via the freely available app "KRONE Service Application", which can be downloaded by your mobile device (see Section **Fehler! Verweisquelle konnte nicht gefunden werden.**). You can use the KRONE Service Application free of charge.

### *B.10.3. Authorized Users in mykrone.green*

The KRONE Service Application is available in mykrone.green for Commercial Portal Users (see Section A.2.2). **Please note that KRONE Service Application is offered for entrepreneurial Users; the use of the KRONE Service Application by Private Portal Users or Anonymous Users (in particular consumers in the sense of Section 13 German Civil Code, see Section A.1.4) is not possible.**

### *B.10.4. Functionalities*

In the main area site, after entering the respective machine number for the relevant KRONE machine, You can create new reports, view/edit reports that have not yet been completed and view completed reports. Each of the reports has a guided click path through a serial number-related question catalogue and they are arranged in different modules. Particularly, modules are provided for: Technical records to determine the condition of the machine, execution of the machine delivery declaration (if necessary, combined with consent queries and machine verification to start the data transfer, see Section A.3.3), maintenance and repair instructions, winter check, operating costs insurance (to examine the possibility of reimbursement of wear and tear costs), filing of warranty claims, pre-delivery inspection. Depending on the type of report, further details may be required (e.g. counter data of the machine, working hours, exchanged parts, conversions, maintenance history) as well as photos, videos or descriptive texts can be added.

### *B.10.5. Non-Binding Recommendations and Liability*

Insofar as recommendations for action, technical assessments or other information on specific topics are offered via the KRONE Service Application, these are aggregated empirical values compiled to the best of our knowledge on the basis of the machine condition known to us at that time. They are only non-binding suggestions and purely knowledge-based. They do not replace a careful examination of the individual case in question (especially due to a deviating actual machine condition) and do not release the User from the obligation to observe the general requirements for the operation, maintenance and care of the respective machine, as they may be found in the operating instructions or in the applicable warranty conditions. Since KRONE products are subject to continuous development and new findings may necessitate changes, the latest versions thereof must be observed in each case. We and the Maschinenfabrik Bernard Krone GmbH & Co. KG therefore assume no liability for the correctness and completeness of these recommendations, assessments and information in the KRONE Service

Application or for improper repair, maintenance or care of the respective machine. Our liability according to Section A.9 remains unaffected.

#### *B.10.6. Information of Data Subjects*

In the event that data, in particular personal data of a natural person or a legal entity (e.g. an end customer), is transmitted to the KRONE Group of companies in connection with the use of the KRONE Service Application (e.g. in completed reports), We are not able to comply with Our data protection information obligations in a timely manner since the respective persons are not known to us prior to the data transfer. **You are therefore obliged to inform these persons about the data processing when using the KRONE Service Application, to obtain any required declarations of consent, and to inform them about the KRONE Privacy Policy (see Section A.1.6), insofar as these persons do not already have the relevant information.**

#### *B.10.7. 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.11. 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 agoparts, 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 agoparts in your mykrone.green settings. However, in order to create an agoparts user account for You, it is necessary that You agree that Your registration data in mykrone.green may be passed on to agoparts by us. Regarding the processing and use of that data please refer to the privacy policy of agoparts (available under [www.agoparts.com](http://www.agoparts.com)).

\*\*\*