

Tiemann Landtechnik GmbH & Co. KG

General Terms and Conditions for the Delivery of New and Used' Agricultural Machinery, Equipment and Supplies to Businesses

- Status: February 12, 2025 -

I. General Provisions

The following terms and conditions apply to all offers and sales, deliveries and other services, including paid and unpaid consulting services, provided by the seller (Tiemann Landtechnik GmbH & Co. KG) to the buyer.

These terms and conditions are primarily directed at buyers who, upon conclusion of the contract, are acting in the exercise of their commercial or independent professional activity, or are a legal entity under public law or a special fund under public law.

These General Terms and Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the buyer shall only become part of the contract if and to the extent that the seller has expressly agreed to their validity.

This requirement of consent applies in any case, for example, even if the seller carries out the delivery to the buyer without reservation in the knowledge of the buyer's terms and conditions.

II. Offer and Scope of Delivery

- Offers from the seller are always non-binding.
The documents belonging to the offer, such as illustrations, drawings, weight and dimension specifications, are only approximately authoritative unless they are expressly designated as binding.
Changes are unreasonable and no longer acceptable to the buyer if they exceed the customary commercial scope.
Performance and operating costs are stated as average values unless expressly stated otherwise.
- The buyer is bound by the order for 6 weeks.
This period is reduced to 14 days for machines that are in stock at the seller.
The purchase contract is concluded when the seller confirms acceptance of the order for the more precisely described object of purchase in text form within the respective periods mentioned, or carries out the delivery. However, the seller is obliged to inform the customer immediately if they do not accept the order.
- Collateral agreements not included in the order confirmation have no legally binding effect.
General terms and conditions of the buyer do not apply even if the seller has not expressly objected to them.
- Transfers of rights and obligations of the buyer arising from the purchase contract require the seller's consent in text form. This does not apply to a monetary claim of the buyer against the seller. For other claims of the buyer against the seller, the seller's prior consent is not required if the seller has no legitimate interest in an exclusion of assignment or if the buyer's legitimate interests in the assignability of the right outweigh the seller's legitimate interest in an exclusion of assignment.

III. Prices, Taxes and Payment

- Unless otherwise specifically agreed, the price of the object of purchase is ex the seller's warehouse or, in the case of shipment from the manufacturer's plant, ex works, excluding discounts, other deductions and packaging. Agreed ancillary services (e.g., transfer costs, financing costs) will be charged additionally.
- Unless otherwise agreed, prices are net prices excluding sales tax, value-added tax or comparable taxes (hereinafter "sales tax or comparable taxes"). The statutory sales tax or comparable taxes will be calculated additionally to the net prices, unless the buyer owes the sales tax or comparable taxes by law and the reverse charge procedure or a comparable mechanism is to be applied. The buyer will use their best efforts to support the seller in obtaining a tax exemption or the applicability of a zero tax rate for the deliveries. The buyer will provide the seller with all requested documents in this context (e.g., exemption certificates for deliveries, proof of transfer for intra-EU deliveries or proof of export for exports) within 14 days of a request in text form by the seller. If the seller incurs an obligation to pay sales tax or comparable taxes that results from a breach of the obligations in this paragraph by the buyer, the buyer shall reimburse the seller for this sales tax or comparable taxes. Should the remuneration be subject to statutory withholding tax, the buyer may only withhold the withholding tax to the extent permissible under the national law in the buyer's state of origin and remit it to the tax authority in the name of the seller.
- The buyer is fundamentally obliged to pay against handover and transfer of ownership of the purchased item. If a payment deadline is agreed, the buyer will be in default of payment after this deadline has expired. The buyer's rights of retention under § 320 of the German Civil Code (BGB) remain unaffected. Discount commitments only apply if the buyer is not in arrears with payments for earlier deliveries.
- During the period of default, the buyer shall pay interest on the monetary debt at a rate of 9 percentage points above the base interest rate.
- The seller reserves the right to prove and assert a higher damage caused by default against the buyer.
- If the buyer is in default of payment with two successive installments in the case of agreed installment payments, the seller can demand compensation for damages due to non-performance after setting a reasonable grace period.
- If the seller demands compensation for damages due to non-performance of the purchase contract, this amounts to 15% of the purchase price. The amount of damages shall be set higher or lower if the seller proves a higher damage or the buyer proves a lower damage or the complete absence of damage.
- Set-off against any counterclaims of the buyer disputed by the seller or not legally established is not permissible. The buyer can only assert a right of retention insofar as it is based on claims arising from the purchase contract. However, if the right of retention is asserted on the basis of an undisputed or legally established claim, this is fully permissible. If the buyer claims defects, they may only withhold payments to an extent that is in reasonable proportion to the defects that have occurred.
- Payments may only be made to the seller's employees if they present a valid power of attorney for collection.
- The prices are based on the cost basis prevailing at the time the offer was submitted. In the event of significant changes to this basis by the time the order confirmation is received, the seller reserves the right to adjust the price. A change of at least 5% is considered significant. In these cases, the buyer has a right of withdrawal, which they must exercise within 2 weeks of receipt of the order confirmation. Changes in the sales tax rate entitle both parties to a corresponding price adjustment.
- Compared to a buyer who is not a consumer, the seller reserves the right, in the event of increases in raw material and energy prices or changes in other price-relevant costs (in particular price increases from suppliers or subcontractors as a result of raw material or energy price increases), to adjust the net vehicle price at their reasonable discretion according to the development of the costs relevant for the price calculation; however, limited to the actual price/cost increase and not exceeding an amount of more than 5% of the net vehicle price. Within the scope of the price adjustment, cost increases with regard to a cost factor may only be used for a price increase to the extent that there is no compensation through any cost reductions with regard to another cost factor. In the event of a planned price adjustment, the seller will notify the buyer of a price adjustment at least in text form no later than three (3) months before the delivery date according to the initial order confirmation.
 - In the event of a price adjustment, the buyer is granted a 14-day right of withdrawal from the purchase contract from the date of receipt of the notification of the price adjustment. A withdrawal from the purchase contract must be notified by the buyer to the seller in writing or in text form.
 - If the purchase contract is a so-called single-invoice transaction (seller is the general contractor), then the seller can also pass on to the buyer price increases for external services procured by third parties within the scope of the general contractorship (e.g., vehicle superstructures, vehicle conversions) if the price increases occurred before delivery as a result of increases in raw material and energy prices or changes in other price-relevant costs (in particular price increases from suppliers or subcontractors as a result of raw material or energy price increases), are not the responsibility of the seller, and the buyer is informed immediately about the price increases at least in text form. The extent of the price adjustment is determined at the seller's reasonable discretion based on the development of the costs relevant for the price calculation; the provision in section II, paragraph 4 a, sentence 2 applies accordingly. The seller will pass on price reductions for external services procured by third parties within the scope of the general contractorship (e.g., vehicle superstructures, vehicle conversions) to the buyer.
- Compared to a buyer who is a consumer, the seller reserves the right, in the event of increases in raw material and energy prices or changes in other price-relevant costs (in particular price increases from suppliers or subcontractors as a result of raw material or energy price increases), to adjust the net vehicle price at their reasonable discretion according to the development of the costs relevant for the price calculation; however, limited to the actual price/cost increase and not exceeding an amount of more than 5% of the net vehicle price. Within the scope of the price adjustment, cost increases with regard to a cost factor may only be used for a price increase to the extent that there is no compensation through any cost reductions with regard to another cost factor. In the event of a planned price adjustment, the seller will notify the buyer of a price adjustment at least in text form no later than three (3) months before the delivery date according to the initial order confirmation.
 - In the event of a price adjustment, the buyer is granted a 14-day right of withdrawal from the purchase contract from the date of receipt of the notification of the price adjustment. A withdrawal from the purchase contract must be notified by the buyer to the seller in writing or in text form.
 - If the purchase contract is a so-called single-invoice transaction (seller is the general contractor), then the seller can also pass on to the buyer price increases for external services procured by third parties within the scope of the general contractorship (e.g., vehicle superstructures, vehicle conversions) if the price increases occurred before delivery as a result of increases in raw material and energy prices or changes in other price-relevant costs (in particular price increases from suppliers or subcontractors as a result of raw material or energy price increases), are not the responsibility of the seller, and the buyer is informed immediately about the price increases at least in text form. The extent of the price adjustment is determined at the seller's reasonable discretion based on the development of the costs relevant for the price calculation; the provision in section II, paragraph 5 a, sentence 2 as well as the right of withdrawal according to section II, paragraph 5 b apply accordingly. The provisions of this section II, paragraphs 5 a-c do not apply if the contract provides for a delivery period of less than four months after conclusion of the contract.
- The purchase price and prices for ancillary services are due for payment upon handover of the object of purchase and handing over or sending the invoice. The payment of the purchase price must be made exclusively from a bank account belonging to the buyer. Excluded from this are:
Cash payments up to a value of EUR 9,999.99
Or payment by a third party, provided this has been agreed in advance with the seller in text form (e.g., in the case of cash pooling, leasing or financing).
 - The buyer can only set off against claims of the seller if the buyer's claim is undisputed or a legally binding title exists. Counterclaims of the buyer arising from the same purchase contract are excluded from this. They can only assert a right of retention insofar as it is based on claims arising from the purchase contract.

IV. Delivery and Delay in Delivery

- Delivery dates and delivery periods must be specified in text form.
The delivery periods begin with the conclusion of the contract, but not before the provision of the documents, permits, approvals to be procured by the buyer, and not before receipt of the purchase price payment or an agreed down payment.
Delivery is ex warehouse, which is also the place of performance.
- The conclusion of the contract is subject to the correct and timely self-delivery by the seller's suppliers. This only applies in the event that the non-delivery is not the responsibility of the seller. It is not the seller's responsibility in particular in the case of the conclusion of a congruent hedging transaction by the seller with the supplier. The buyer will be informed immediately about the non-availability of the service. The consideration will be reimbursed immediately if it has already been provided.
- The seller can request delivery at the earliest 3 months after the expiry of a non-binding delivery date or a non-binding delivery period. This period is reduced to one month for machines that are in stock at the seller. The seller is in default upon receipt of the request. If the buyer has a claim for compensation for damages caused by delay, this is limited to a maximum of 5% of the agreed purchase price in the event of slight negligence on the part of the seller.
- If the buyer wishes to withdraw from the contract beyond this and/or demand compensation instead of performance, they must set the seller a reasonable deadline for delivery after the expiry of the relevant period in accordance with paragraph 2, sentence 1 or 2 of this section. Claims for damages instead of performance in the event of slight negligence are excluded. For other buyers (consumers), the claim for damages instead of performance in the event of slight negligence is limited to a maximum of 25% of the agreed purchase price.
- The delivery period is considered met if the delivery item has left the seller's warehouse by its expiry, or, in the case of shipment ex works, the manufacturer's plant, or if readiness for dispatch has been communicated.

- The delivery period shall be extended appropriately if the seller is not supplied on time. The seller is entitled to withdraw in accordance with paragraph 2 if their supplier does not supply them. However, this does not apply if the non-delivery is the responsibility of the seller (e.g., the seller's default in payment).
6. If the buyer requests any changes to the execution or the scope of delivery during the delivery period, or if they do not meet their contractual obligations punctually when due, the delivery period will be interrupted; any delays in delivery resulting from this are not the responsibility of the seller. The seller is entitled to make partial deliveries.
 7. If the seller cannot meet binding delivery deadlines for reasons for which they are not responsible (in particular those within the meaning of paragraph 4), the seller will inform the buyer of this immediately and at the same time communicate the expected new delivery deadline. If the service is also not available within the new delivery period, the seller is entitled to withdraw from the contract in whole or in part; any consideration already provided by the buyer will be reimbursed by the seller immediately. The seller's statutory rights of withdrawal and termination as well as the statutory provisions regarding the handling of the contract in the event of an exclusion of the obligation to perform (e.g., impossibility or unreasonableness of performance and/or subsequent performance) remain unaffected, as do the buyer's rights of withdrawal and termination in accordance with VII. and VIII.
 8. The seller is not responsible for deliveries delayed or omitted (impossibility) due to the fault of their upstream supplier, with the exception of fault in selection or supervision. Sentence 1 does not apply if the relationship between the seller and the buyer is exceptionally determined by the law of contracts for work and services. In any case, the seller is obliged to indemnify the buyer if the buyer cannot fully enforce the claims assigned to them against the supplier.
 9. Force majeure or other unforeseeable events occurring at the seller's premises or those of their suppliers (e.g., operational disruptions, war, natural disasters, riots, interruption of transport, bottlenecks in the supply chain, shipwreck, strike, lockout, confiscation, blockade, fire, official orders or pandemics) that temporarily prevent the seller from delivering the object of purchase at the agreed date or within the agreed period without their own fault, will change the dates and periods mentioned in paragraphs 1 to 4 of this section by the duration of the performance disruptions caused by these circumstances. If corresponding disruptions lead to a postponement of performance of more than 4 months, the buyer can withdraw from the contract. Other rights of withdrawal remain unaffected.
 10. The manufacturer reserves the right to make changes to the design or form, deviations in color, as well as changes to the scope of delivery during the delivery period, provided that the changes or deviations are reasonable for the buyer, taking into account the seller's interests. If the seller or the manufacturer uses signs or numbers to designate the order or the ordered object of purchase, no rights can be derived solely from this.

V. Acceptance and Transport

1. The buyer is obliged to accept the object of purchase within 7 days of receipt of the notification of readiness for collection.
2. Unless otherwise contractually agreed in individual cases, all risks pass to the buyer upon acceptance of the object of purchase. In the case of a sale by dispatch, all risks pass to the buyer upon handover of the goods to the forwarding agent or carrier, but at the latest upon leaving the warehouse or, in the case of direct shipment ex works, upon leaving the plant. This also applies if partial deliveries are made or if the seller has assumed further services.
3. Handover is equivalent to the buyer being in default of acceptance.
4. During the period of default of acceptance, the buyer shall pay the seller storage costs from the 5th calendar day onwards in the amount of 0.25% of the invoice amount of the items to be delivered per commenced calendar week, whereby the buyer is entitled to prove lower costs incurred by the seller or to prove that no costs were incurred.
5. Items delivered for the purpose of performance must be accepted by the buyer, even if they have minor defects, without prejudice to the rights arising from Section VII. (Liability for Material Defects and Defects of Title).
6. Partial deliveries are permissible.
7. In the event of non-acceptance or unjustified refusal to accept, the seller can exercise their statutory rights. If the seller demands compensation for damages, this amounts to 15% of the purchase price. The compensation for damages shall be set higher or lower if the seller proves higher damages or the buyer proves that lower or no damages have occurred. If the seller does not make use of their right in sentence 1, the seller has the right, without prejudice to their other rights, to freely dispose of the object of purchase and to deliver a similar object of purchase under the contractual conditions in its place within a reasonable period.

VI. Retention of Title

1. The object of purchase remains the property of the seller until all claims to which the seller is entitled under the purchase contract have been fully satisfied. At the buyer's request, the seller is obliged to waive the retention of title if the buyer has irrevocably fulfilled all claims related to the object of purchase and reasonable security exists for the remaining claims arising from the ongoing business relationship. During the period of retention of title, the right to possession of the vehicle registration certificate Part II rests with the seller.
2. The retention of title also remains in effect for claims of the seller against the buyer arising from the ongoing business relationship until the settlement of claims related to the purchase. The buyer hereby assigns their claims from the resale of the object of purchase to the seller in the amount of the purchase price agreed with them. This assignment applies regardless of whether the purchased item has been resold without or only after processing. The buyer remains authorized to collect the claim even after the assignment. The seller's right to also collect the claim remains unaffected. However, the seller will not collect the claim as long as the buyer meets their payment obligations, is not in default of payment and, in particular, has not filed an application for the opening of insolvency proceedings.
3. Paragraph 2 does not apply if the buyer is a consumer.
4. If the buyer does not pay the due purchase price and prices for ancillary services or does not pay in accordance with the contract, the seller can withdraw from the contract and/or demand compensation for damages instead of performance in the event of a culpable breach of duty by the buyer, if they have unsuccessfully set the buyer a reasonable deadline for performance, unless the setting of a deadline is dispensable in accordance with the statutory provisions. At the request of the buyer, which can only be made immediately after the return of the object of purchase, an officially appointed and sworn expert, e.g., Deutsche Automobil Treuhand GmbH (DAT), will determine the usual sales value at the buyer's choice. The buyer bears the necessary costs of the return and realization of the object of purchase. The realization costs amount to 10% of the usual sales value without proof. They shall be set higher or lower if the seller proves higher costs or the buyer proves that lower or no costs have been incurred.
5. As long as the retention of title exists, the buyer may neither dispose of the object of purchase nor contractually grant third parties a right of use. In the event of intervention by the buyer's creditors, in particular in the case of seizure of the object of purchase, the buyer must notify the seller by registered mail. The buyer bears the costs of measures to eliminate the intervention, in particular intervention lawsuits, if the seller cannot recover them from the opposing party. During the period of retention of title, the buyer is obliged to insure the object of purchase against theft, burglary, fire, water, liability and damage, in such a way that the rights from the insurance contract belong to the seller until the final payment and to this extent. The buyer has the obligation to maintain the object of purchase in proper condition during the period of retention of title and to have any necessary repairs carried out immediately and professionally.
6. The seller has the right to waive the rights of retention of title regulated in this Section VI by means of a declaration in text form to the buyer. The buyer agrees to the waiver declaration by accepting the next service and/or delivery of goods commissioned by them from the seller following the submission of the waiver declaration or by submitting a corresponding declaration to the seller.

VII. Liability for Material Defects and Defects of Title

1. The statutory provisions apply to the buyer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below. In any case, the special statutory provisions for the final delivery of goods to a consumer (supplier recourse according to §§ 478, 479 BGB) remain unaffected.
2. **Disclaimer of liability for used machines**
Important note: If the object of purchase is a used machine, device or spare part, liability for material defects is expressly excluded. Excluded from this exclusion are claims based on fraudulently concealed defects, damage caused intentionally or by gross negligence, a guarantee expressly assumed by the seller, or mandatory statutory liability provisions.
3. The basis of the seller's liability for defects is primarily the agreement made regarding the quality of the goods. All product descriptions that the parties have made the subject of the individual purchase contract are considered an agreement on the quality of the goods; it makes no difference here whether the product description originally came from the buyer, the manufacturer, or the seller.
4. Insofar as the quality has not been agreed, the statutory regulation shall be used to assess whether a defect exists or not (§ 434 Para. 1 S. 2 and 3 BGB). However, the seller assumes no liability for public statements made by the manufacturer or other third parties (e.g., advertising statements).
5. For clarification purposes, it is pointed out that the seller is not liable for adverse changes to the object of purchase and other damages that have arisen from the following reasons:
-Unsuitable or improper use, incorrect assembly or commissioning of the object of purchase by the buyer or third parties.
-Natural wear and tear, faulty or negligent handling.
-Use of unsuitable operating materials, replacement materials and parts, exposure of the purchased item to chemical, electronic or electrical influences, provided they do not correspond to the usual load or are attributable to the seller's fault.
-Changes or repair work carried out improperly by the buyer or third parties without the seller's prior consent.
6. The buyer must inspect the received goods immediately upon arrival for quantity, quality and warranted characteristics. Obvious defects must be reported to the seller immediately, but no later than within 14 days, by notification in text form. The date of receipt of the notification is decisive for compliance with the deadline. If the buyer fails to properly inspect the goods and/or notify the defects, the seller's liability for the unreported defect is excluded.
7. If the delivered item is defective, the seller can initially choose whether to remedy the defect by repair (rectification) or by delivering a defect-free item (replacement delivery). The seller's right to refuse the chosen type of subsequent performance under the statutory conditions remains unaffected.
8. The seller is entitled to make the owed subsequent performance dependent on the buyer paying the due purchase price. However, the buyer is entitled to withhold a portion of the purchase price that is reasonable in relation to the defect.
9. The buyer must give the seller the time and opportunity required for the owed subsequent performance, in particular to hand over the complained-about goods for inspection purposes. In the case of a replacement delivery, the buyer must return the defective item to the seller in accordance with the statutory provisions. The item becomes the property of the seller upon return.
10. The expenses required for inspection and subsequent performance, in particular transport, travel, labor and material costs, shall be borne by the seller if a defect actually exists. However, if a request for the removal of a defect by the buyer proves to be unjustified, the seller can demand reimbursement of the costs incurred from the buyer.
11. In urgent cases, e.g., if operational safety is endangered or to prevent disproportionate damage, the buyer has the right to remedy the defect themselves and demand reimbursement from the seller for the objectively necessary expenses incurred. The seller must be notified of such self-remedy immediately, if possible beforehand. The right to self-remedy does not exist if the seller would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
12. If the subsequent performance has failed due to the unsuccessful nature of a reasonable number of attempts at repair, or if a reasonable deadline to be set by the buyer for the subsequent performance has expired unsuccessfully, or if it is dispensable according to the statutory provisions, the buyer can withdraw from the purchase contract or reduce the purchase price. However, there is no right of withdrawal in the case of a merely insignificant defect.
13. Claims of the buyer for damages or reimbursement of futile expenses exist exclusively in accordance with VII.

VIII. Liability, in particular for Damages

1. Unless otherwise stated in these GTC, including the following provisions, the seller is liable for breaches of contractual and non-contractual obligations in accordance with the relevant statutory provisions.
2. The seller is liable for damages - regardless of the legal basis - in the event of intent and gross negligence. In the event of simple negligence, the seller is only liable a) for damages resulting from injury to life, limb or health, b) for damages resulting from the breach of an essential contractual obligation (this is any obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, the seller's liability is limited to compensation for the foreseeable, typically occurring damage.
3. The limitations of liability resulting from paragraph 2 do not apply insofar as the seller has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods.
4. Claims of the buyer under the Product Liability Act are not restricted by these GTC.

5. Due to a breach of duty that does not consist of a defect, the buyer can only withdraw or terminate the contract if the breach of duty is attributable to the seller. A free right of termination for the buyer (in particular according to §§ 565 I, 649 BGB) is excluded. Otherwise, the statutory requirements and legal consequences apply.
6. If the delivery of the item becomes impossible for the seller, the seller's liability in the event of slight negligence is limited to the scope of liability regulated in Section IV, Delivery and Delay in Delivery, paragraphs 3 and 5.
7. If the delivery becomes impossible for the seller by chance while they are in default of delivery within the meaning of the section "Delivery and Delay in Delivery", they are also liable with the limitations of liability agreed in Section IV, Delivery and Delay in Delivery, paragraphs 3 and 5. The seller is not liable if the damage would have occurred even with timely delivery.

IX. Field Trial

If field trial conditions are granted, the machine may be tested once for half a day in operation. In this case, the machine can be returned within 3 days without giving reasons. The request in text form to the seller to collect the machine is equivalent to the return. If the buyer allows the aforementioned period to expire, their silence is considered approval according to § 455 BGB. The provisions laid down in the preceding Section VII. (Complaint of Defects and Liability for Defects) remain unaffected.

X. Export Control

1. The export or re-export of the object of purchase may be subject in whole or in part to sanction, export and re-export regulations (e.g., AWG, AWW, KrWaffKontrG, Dual-Use VO, EAR) as well as ordinances and regulations on restrictive measures in relation to certain countries, persons and regions. The seller shall be released with immediate effect from the obligation to export or re-export the object of purchase if the seller does not receive the necessary permits for export or re-export or does not receive them in time. The seller is entitled to withdraw from an already concluded contract in this case. Claims for damages or reimbursement of expenses are not due to the buyer in this case.
2. Furthermore, the seller is at any time free to refuse the fulfillment of the contract for export control or sanction law reasons and to withdraw from the contract. Claims for damages or reimbursement of expenses are not due to the buyer in this case.
3. The buyer undertakes to comply with all applicable export, re-export and import laws and regulations at all times when using, transferring, selling, exporting, re-exporting and importing the object of purchase. Exceptions to this require prior examination and subsequent confirmation in text form by the seller.

XI. Limitation Period

1. Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from the transfer of risk. Special statutory regulations for third parties' claims for surrender in rem (§ 438 Para. 1 No. 1 BGB), in the event of fraudulent intent on the part of the seller (§ 438 Para. 3 BGB) and for claims in supplier recourse upon final delivery to a consumer (§ 479 BGB) remain unaffected.
2. The aforementioned limitation periods of the law of sale also apply to contractual and non-contractual claims for damages of the buyer that are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The limitation periods of the Product Liability Act remain unaffected in any case for the claims regulated therein. Otherwise, the statutory limitation periods apply exclusively to claims for damages of the buyer according to VIII.

XII. Place of Performance, Jurisdiction, Applicable Law, Severability Clause

1. The place of performance and exclusive place of jurisdiction for delivery and payment as well as for all disputes arising between the parties is the seller's registered office (Bremen), provided that the buyer is a merchant, a legal entity under public law or a special fund under public law. However, the seller is entitled to bring an action at the buyer's general place of jurisdiction.
2. The relationship between the contracting parties shall be governed exclusively by the law applicable in the Federal Republic of Germany, excluding all international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods (CISG). In contrast, the prerequisites and effects of the retention of title (VI.) are subject to the law of the respective location where the item is situated, insofar as under that law the choice of law in favor of German law is inadmissible or ineffective.
3. Should one of the above provisions of this contract be or become invalid, the validity of the remaining provisions shall remain unaffected. The contracting parties already agree to replace the invalid provision with one that comes as close as possible to the economic purpose pursued by the invalid provision. If this does not occur, the statutory regulation shall always apply.

XIII. Data Protection Information

The seller collects and processes data from the buyer regarding the respective business transactions, which may also contain personal data. Corresponding data protection information in accordance with Art. 13 of the EU General Data Protection Regulation (GDPR) (information obligation upon data collection) can be accessed via the following link: www.tiemann-landtechnik.de/datenschutz.

XIV. Data Transfer to Financial Service Providers

The buyer is informed that their data collected in the context of the conclusion of the purchase contract (e.g., buyer data, object of purchase, price, payment terms, etc.) will be passed on to financial service providers (e.g., banks, credit insurers, etc.) within the scope of the contract fulfillment for the purpose of refinancing the seller.

XV. Financing/Financing Brokerage

1. At the buyer's request, the seller brokers financing for the object of purchase through an external financing institution (e.g., bank, leasing company). The seller only provides the brokerage service; any loan or leasing agreement is concluded exclusively between the buyer and the respective financing institution. The seller does not provide any commitment regarding specific interest rates, installment amounts or other financing conditions; the final decision on financing rests solely with the financing institution.
2. The buyer is obliged to submit all documents required for financing completely and on time to the financing institution or, upon its request, also to the seller. If the buyer fails to comply with this obligation, the purchase contract with the seller remains binding; in this case, the buyer alone bears the risk of the financing not being concluded or being rejected for reasons attributable to the buyer.
3. Insofar as a financing reservation has been expressly agreed in the purchase contract, this only applies on the condition that the buyer provides all requested creditworthiness and financing documents and financing contract signatures completely and on time. If the financing application is definitively rejected without this being attributable to a fault or lack of cooperation on the part of the buyer, both the buyer and the seller are entitled to withdraw from the purchase contract.
4. If the buyer rejects a financing contract offered by the bank or another financing institution because the conditions (e.g., interest rate, repayment modalities) do not meet their expectations, the purchase contract with the seller will nevertheless remain in force (exception see paragraph 8). A unilateral rejection of financing by the buyer does not lead to a possible agreed financing reservation taking effect (see paragraph 3). The buyer is obliged to pay the purchase price or to ensure it in another way (e.g., self-financing, another bank).
5. If financing does not materialize because the buyer does not provide the necessary documents or provides them incompletely, makes false statements, or the bank rejects the financing for reasons within the buyer's sphere, the seller is entitled to a unilateral right of withdrawal from the purchase contract after the expiry of a reasonable grace period. In this case, the seller is entitled to demand compensation for damages due to non-performance of the contract in accordance with the aforementioned GTC provisions (in particular Section III, paragraph 7 and Section V, paragraph 7).
6. If the buyer has already taken possession of or used the object of purchase before final financing approval, fees will be incurred for the period between taking possession and financing approval. The amount is based on the usual rental or market-customary usage rates for comparable machines. Since the seller only acts as an intermediary, the buyer is obliged to inquire about the status of the financing before taking possession of the goods.
7. If financing is not granted after conclusion of the contract due to a circumstance that is not within the seller's area of risk (e.g., insufficient creditworthiness or delayed/incorrect documents from the buyer), the buyer is neither entitled to withdraw from the purchase contract nor released from their obligation to accept the goods, unless the expressly agreed financing reservation (see paragraph 3) applies.
8. If the buyer makes certain financing conditions (e.g., a maximum interest rate cap) a binding component of the purchase contract, this requires an express written agreement or an agreement in text form in the purchase contract and the order confirmation. If the interest rate cap requested by the buyer is significantly exceeded by the financing institution, the buyer can only withdraw from the purchase contract if this deviation triggers the agreed financing reservation (see paragraph 3). If there is no express stipulation of certain conditions, the buyer remains bound to the purchase contract even with higher than expected interest rates and installments.