

# Access Data Agreement and Declaration of Power of Attorney and Customer Information for the Spare Parts Shop

between BIG DUTCHMAN / BD Agriculture (Australia) Pty Ltd

and

Companies that want to use the spare parts shop

- here. "Customer" or "You":

## 1. Customer Information/Order Expiration Date

1.1 You have the option of downloading and saving this document as a PDF file. To view and print the pdf file, you can download the pdf viewer at the following Internet address.

a) After successful registration and login, you have the opportunity to select the desired products and add them to your shopping cart by clicking the "Add to shopping cart" button.

b) Once you have assigned the desired products to the shopping basket, you can then assign further data to your orders in the next step (e.g. day orders/stock orders, etc.).

c) By clicking on the "Next step" button in the second step of the shopping basket, you have the option of entering your own reference number for yourself as a customer. In addition, you can specify other recipients or the selection of shipping type and shipping options. By clicking on the button "Next step" you leave this step.

d) In the third and final step of the shopping basket, you will receive an overview of all data collected up to that point. You will again receive a reference to these conditions as well as other BIG DUTCHMAN GTC and must expressly agree to their validity by clicking on them. Then you can send your order to BIG DUTCHMAN by clicking on the "Order for a fee" button.

e) With each of the aforementioned steps, you have the opportunity to correct the data entered in each case. You must click on the "Edit" button to do this.

f) After sending your confirmation, the order data you have just sent will be summarized and displayed again. The spare parts shop system will promptly send you an e-mail confirming receipt of your order. This confirmation is expressly no acceptance of your offer to conclude the sales contract for the ordered item.

g) In the next step, BIG DUTCHMAN checks the order for completeness and carries out further checks on which acceptance or non-acceptance of the order depends.

h) Once these checks have been successfully completed, BIG DUTCHMAN will send you an order confirmation with which BIG DUTCHMAN accepts your offer to purchase the item in question. BIG DUTCHMAN reserves the right to accept these orders within a maximum of five working days.

1.2 The customer has the possibility to call up this contract text within the scope of his order process and to save and print it. The customer can view his order data after registration with his customer account in the spare parts shop. In addition, BIG DUTCHMAN shall store this contract text permanently in the spare parts shop. BIG DUTCHMAN shall store the data of an order confirmation in accordance with No. 1.1 lit. h). The order confirmation is available to you in the form of this e-mail sent to you. Please save it yourself.

1.3 Before sending his order, the customer has the opportunity at any time to correct all his entries by clicking on the "Edit" button.

1.4 The contract languages are exclusively German and English.

## 2. Subject Matter and Scope of Application

2.1 BIG DUTCHMAN shall enable you to access the spare parts shop ("spare parts shop") accessible via the Internet for placing online orders within the framework of the application operation set up by BIG DUTCHMAN in each case. BIG DUTCHMAN restricts the use of the spare parts shop exclusively to companies. After receiving your access data, the spare parts shop offers you not only product information but also the opportunity to order certain spare parts in the form of electronically transmitted declarations. Please include in your operational procedures that BIG DUTCHMAN must reserve the right to change the spare parts shop or to restrict its availability. Please then revert to the previously used order channels. On this basis, the following rules apply to the use of the spare parts shop.

2.2 The further contractual conditions for the sale of spare parts ordered by you and the data protection declaration for the spare parts shop apply additionally. They remain unaffected by these rules.

## 3. Granting Access Data

3.1 BIG DUTCHMAN offers you the opportunity to register online as a new customer in the spare parts shop. To do this, you must complete the mandatory fields provided (title, first name, surname, e-mail address, company, VAT identification number, street and house number, postcode, city, country and landline as well as the future payment request for new customers or the BIG DUTCHMAN customer number for existing customers). You must also declare your agreement with

the BIG DUTCHMAN terms and conditions for your use. The data determined by you in this way will be carefully checked by us and registered in the sense of proper data processing.

3.2 After the successful completion of these checks, we will create your access to the spare parts shop and inform you by e-mail containing your access data and an initial password. You will receive an individual access consisting of a username and an initial password.

3.3 The initial password is only used for the first registration in the spare parts shop.

#### 4. Obligations to Protect Against Misuse of the Spare Parts Shop/Updates

4.1 With the access data provided to you, you can log in to the spare parts shop for the first time. Then you can change and complete your personal data. To protect your access to your user account in the spare parts shop, you are obliged to change the initial password to a secure personal password. Your personal password must exclude misuse by third parties as far as possible (for example, no variants from personal data or company data may be used to prevent the password from being guessed by third parties). You must also change your personal password at regular intervals, at least once a quarter.

4.2 You are obliged to keep the access data secret and to ensure by taking reasonable care in view of the economic importance of such orders that only those persons entrusted by you with orders via the spare parts shop know the access data. In order to protect your access data, you must, for example, protect computers that you use for access against attacks by malware according to the state of the art (e.g. Trojans, phishing, etc.).

4.3 In the event that you learn of a possible misuse of your access data or if there is reason to believe that another person who is not authorised to place orders on your behalf has obtained knowledge of the password, you are obliged to change the password immediately and to inform the BIG DUTCHMAN works representative responsible for you immediately of the relevant circumstances by e-mail. The same applies in the event that you notice any malfunctions or security gaps in the spare parts shop.

4.4 The circumvention of security measures and any misuse are expressly prohibited.

4.5 You are obliged to inform your employees, who are entrusted with the access data by you, about the obligations to handle the access data and to check their compliance regularly.

4.6 You are obliged to update changes immediately via the input masks provided for this purpose in the spare parts shop (e.g. the address/company address in the event of a move).

#### 5. Binding Orders via the Spare Parts Shop, Power of Attorney for Users of your Access Data

5.1 Orders placed in the spare parts shop via your access data are binding. Such declarations are made under your name.

You expressly authorise all those persons to place orders on your behalf within the framework of the spare parts shop to whom you grant access to the access data. You can revoke this power of attorney at any time by submitting a written declaration to BIG DUTCHMAN (e-mail or other text form is sufficient).

Contact Details for Revocation:

BD Agriculture (Australia) Pty Ltd

E-Mail: [bdhelpline@bigdutchman.com](mailto:bdhelpline@bigdutchman.com)

Technical Hotline WhatsApp Number: +6012 5075529

5.2 Orders which are declared in the spare parts shop via your access data are attributed to you unless you can prove that you were neither aware of the unauthorised use nor could have prevented it.

## 6. Termination

For the protection of BIG DUTCHMAN and the other users of the spare parts shop, BIG DUTCHMAN may block or delete your access authorisation at any time (e.g. if abuses, attempted break-ins, etc. are detected, technical problems, etc.).

## 7. Liability

You shall be liable to BIG DUTCHMAN for all damage suffered by BIG DUTCHMAN as a result of a breach of your obligations to protect access data, including by persons you have appointed.

## 8. Other Regulations

8.1 This Agreement and the relationship between you and BIG DUTCHMAN shall be governed exclusively by Australian law.

8.2 Amendments and supplements to this Agreement must be made in writing to be effective (e-mail is not sufficient in this respect). This shall also apply to amendments to this written form requirement. General Terms and Conditions of Business of you which deviate, contradict or supplement these Terms and Conditions in whole or in part shall only be applicable if BIG DUTCHMAN has expressly agreed to their validity in writing (e-mail is not sufficient).

8.3 The place of jurisdiction for all legal disputes in connection with the use of the spare parts shop shall be Vechta unless another place of jurisdiction is mandatory by law.

8.4 Should one or more provisions of this agreement be or become invalid, this shall not affect the validity of the remaining provisions.