

General Terms of Business

General Terms and Conditions of Sale and Delivery for EDP hardware of CLAAS E-Systems KGaA mbH & Co KG

has himself paid for the item of delivery in whole or in part, the claim of the Supplier against the Customer shall to that extent

Valid as of Feb. 1, 2013

1. Offers and Conclusion of Contracts

1.1 The following Terms and Conditions shall apply to all offers and sales of EDP hardware and hardware-related services. They shall also apply to all follow-up orders. Any terms and conditions of the Purchaser which deviate from these Terms and Conditions shall not become part of any contract even if such terms and conditions are not expressly rejected once again by the Supplier.

1.2 The Contract shall come into existence only through the written order acknowledgement of the Supplier, even if the order was placed with a branch office or a representative.

1.3 Any subsidiary agreements or amendments to the contents of a contract shall only be effective if they have been confirmed by the Supplier in writing. Any statement of dimensions, weights and other technical particulars as well as illustrations, descriptions and drawings of an item of delivery which are contained in literature, brochures, product descriptions and other documents of the Supplier shall only be deemed approximately decisive if they have not been expressly declared by the Supplier in writing in the order confirmation as being binding. Offer documents, drawings, samples and other such information of a physical or non-physical nature shall be subject to the property right and / or copyright of the Supplier and must not be made accessible to any third party without the Supplier's previous consent in writing.

1.4 The Supplier reserves the right to make changes to the technical design or styling of an item of delivery even after conclusion of contract provided that such changes do not materially change the item of delivery and are reasonably acceptable for the Customer.

1.5 The Customer shall be bound by his order for 4 weeks. This period shall begin to run on receipt of the Customer's written order by the Supplier.

2. Prices

2.1 Unless otherwise specifically agreed, prices for items of delivery are quoted ex works / warehouse, including loading onto the means of transport but not including costs of packaging, insurance or installation and assembly. The prices / any payments on account shall be subject to the addition of value added tax or customs duties at the statutory rate as well as any forwarding costs incurred. If it has been agreed that delivery is to be effected more than 4 months after conclusion of contract, the Supplier's prices valid on the day of dispatch shall be charged.

2.2 Even in cases where delivery has been agreed carriage paid, shipment shall be at the Customer's risk, unless explicitly agreed otherwise.

3. Terms of Payment

3.1 Except as otherwise agreed, payments shall be due as a cash payment immediately upon receipt of invoice, without any deduction, and shall be made free to the Supplier's place for payment. Representatives or other sales personnel of the Supplier are not authorized to receive payment. The Supplier reserves the right to deliver replacement parts and accessories on a COD (cash on delivery) basis.

3.2 In case of a failure to meet any specified date for payment, the Customer shall be deemed to be in arrears without any reminder being necessary (Art. 286 Para. II BGB [German Civil Code]). In this case, the Supplier shall have the right pursuant to Art. 288 BGB to charge interest on arrears at a rate of 8% p.a. above the base interest rate (§§ 247, 288 II BGB) unless he can prove having sustained higher damage through arrears. Bills of exchange and cheques will only be accepted on account of payment. If bills of exchange and cheques are drawn on secondary bank places, the Supplier shall not be liable for timely protest. All discount, bill and collection costs shall be borne by the Customer. Claims for defects relating to an item of delivery shall not entitle the Customer to withhold any payments due. Retention rights and offsetting with contested counter-claims not established by law shall be excluded.

3.3 If the Customer falls into arrears at an amount equivalent to at least 1/10 of the purchase price, the entire outstanding amount shall become due for payment immediately without any reminder or collection letter being necessary. If the Customer's own customer

become due for payment immediately. The same shall apply if agreed bills of exchange or cheques are not drawn or honoured in good time and in case of a cessation of payments, a petition for opening of bankruptcy proceedings against the Customer or a foreclosure or levy of execution. If in case of bankruptcy proceedings any claims are reduced to a dividend, all titles to any agreed discounts or bonuses shall lapse.

3.4 The Supplier shall in the cases outlined in subparagraph 3.3 also be entitled to take back the item of delivery at the Purchaser's cost, while excluding any right of retention, in order to secure the item of delivery or ensure its best free or private availability for the customer's account and risk without this having already the effect of the Supplier's withdrawal from the contract. The Supplier may in the cases outlined in subparagraph 3.3 and once having taken back the item of delivery demand indemnification instead of the performance without fixing any particular deadline. The indemnification shall amount to 10% of the purchase price unless the customer furnishes proof of a lower damage or the Supplier furnishes proof of a higher damage.

3.5 The Supplier may demand, if he obtains an unfavourable information about the Customer's creditworthiness, which the Customer is unable to refute, payment in advance or the provision of a security or cash on delivery or he may raise a plea of uncertainty according to § 321 of the German Civil Code.

4. Time of Delivery

4.1 Delivery periods and dates shall be without engagement except if a definite time of delivery has been agreed.

4.2 The time of delivery shall be deemed as being kept if the item of delivery has left the Supplier's works / warehouse or the Supplier has given advice of dispatch by the end of such time or period. The period of performance applicable to services and deliveries subject to acceptance shall be deemed as being kept as of the notification of acceptance. The time of delivery shall be reasonably extended in the event of any action in connection with labour disputes and on the occurrence of any unforeseen impediments (e.g. interruption or disruption of business operations, embargoes, unavailability of transport, measures by official bodies) and in case of circumstances of a force majeure nature which are beyond the control of the Supplier, provided that such obstacles are demonstrably of significant influence on the completion or delivery of an item of delivery. The Supplier shall notify the Customer of the beginning and end of any such circumstances as soon as possible.

4.3 Compliance with the time of delivery shall be subject to the timely performance of Contract by the Customer, e.g. with respect to an agreed down payment or the granting of payment securities.

4.4 The Customer may cancel the Contract without granting any period of notice if complete performance should become definitely impossible for the Supplier before the passing of risk. The Customer may likewise repudiate the Contract if, in case of a placement of order, the performance of part of the Contract becomes finally and absolutely impossible and the Customer has a justified interest in rejecting partial delivery. Otherwise, the Customer shall be committed to pay the purchase price attributable to the part delivery. In all other respects subpar. 9 of these Terms and Conditions shall apply.

4.5 Should the Supplier fall into arrears and the Customer suffer loss or damage as a result thereof, he shall have the right to claim a flat-rate compensation for delay. This rate shall be 0.5% for each week of delay, though altogether not exceeding 5% of the value of that part of the complete delivery which due to the delay cannot be used in good time or in the contractual manner. If the Customer allows the Supplier when in delay a reasonable additional time for performance - taking into account the exceptions allowed by law - and the Supplier fails to make performance within such time, the Customer shall have the right, subject to the provisions of law, to cancel the Contract. All other claims in respect of delay in delivery shall be governed by subparagraph 9.2 of these Terms and Conditions exclusively.

4.6 If dispatch is delayed upon the Customer's request, the costs arising from storage, when storage is done at the Supplier's works, shall, commencing one month from advice of readiness for dispatch, be charged to the Customer, such charge to be at least 0.5% of the invoice amount for each month except insofar as the Customer is able to show that lower costs have been incurred.

4.7 The Supplier shall, however, have the right, after having allowed a reasonable additional time and such time having elapsed, to use the item of delivery in a different way or for other purposes and to supply the Customer within a reasonably extended time.

5. Transfer of Risk and Acceptance of Delivery

5.1 The risk shall pass to the Customer, unless otherwise agreed explicitly, upon dispatch or upon advice of dispatch of the item of delivery at the latest, even if partial shipments are made or the

Supplier has accepted other obligations, such as shipping expenses, transport and installation.

5.2 Upon the Customer's request, the Supplier will insure the consignment at the Customer's expense against theft, breakage,

transport, fire and water damage as well as any other insurable risks.

5.3 Should shipment or acceptance be delayed due to any circumstances for which the Customer is responsible or due to cases of force majeure, the risk shall pass on the day of readiness for delivery or acceptance.

5.4 Items delivered shall, even if they have minor defects, be received and / or accepted by the Customer without prejudice to the rights pursuant to Fig. 8 of these Terms and Conditions

5.5 Partial deliveries shall be allowed.

6. Repudiation of Contract

The Supplier shall be entitled to repudiate the Contract by a written declaration in cases of force majeure, in case of non-compliance with the contractual obligations by the Purchaser despite fixing of a deadline and in case of a delay in payment – irrespective of any and all claims for compensation. This shall likewise apply if, due to any unforeseen events within the meaning of subparagraph 4.2 of these Terms and Conditions, the performance of the Contract can no longer be reasonably expected or if the Purchaser is in arrears of acceptance of the machine for one month after advice of dispatch has been issued.

7. Reservation of Title

7.1 The Supplier reserves title to all items of delivery until all claims, including future or conditional ones, of the Supplier against the Customer arising from the business relationship between them, including interest and costs, have been settled. This shall likewise apply even if any claims of the Supplier are placed on current account and a balance has been drawn and recognized. The Supplier shall be entitled, during the normal business hours, to inspect and record the items of delivery supplied under reservation of title and not yet paid for in full by the Customer during the normal business opening hours at the Customer's plant.

7.2 In case of any conduct in breach of contract by the Customer, especially in case of a delay in payment, the Supplier shall be entitled to cancel the Contract and to take back the item of delivery after having sent a reminder and the Customer shall be committed to release and return the item of delivery. The assertion of the reservation of title and the levy of execution of the item of delivery by the Supplier shall not be deemed as a cancellation of the contract. The application for an opening of insolvency proceedings on the assets of the Customer shall likewise entitle the Supplier to cancel the Contract and to demand immediate return of the item of delivery.

7.3 Notwithstanding the Customer's duty to make payment, the Supplier shall be entitled either to sell the item of delivery which he has taken back at its own discretion and at the best possible conditions and to credit the proceeds or to credit the item of delivery at the contractual price less a cash discount, rebates and other allowances. A compensation to the amount of 10% of the contract price shall be payable for the Supplier's efforts and costs incurred due to the reacceptance and resale of the item of delivery. The Purchaser may neither pledge the item of delivery nor assign it for security purposes. In case of levies of execution or any other inventions by third parties, the Customer shall be committed to notify the Supplier immediately. The reservation of title shall not be cancelled by the payments made by third parties, in particular not by bill endorsers. Insofar, the Supplier's rights shall be transferred to the paying party. The Purchaser shall be committed to insure goods subject to retention of title against fire, burglary, theft and water damage appropriately. The insurance claims to the amount of the goods' value shall be assigned to the Supplier already now and hereby. The Supplier hereby accepts the assignment.

7.4 The Customer shall be entitled to resell the item of delivery in the normal course of business and on such terms and conditions as correspond to these Terms and Conditions of Sale. Should he find himself in financial difficulties or should he have failed to settle his debts vis-à-vis the Supplier, however, he may use and deal with the items of delivery only with the express consent of the Supplier. Any kind of use of or dealing with such consent shall be ineffective unless such consent is subsequently approved.

7.5 The Customer hereby assigns to the Supplier all claims and counter-performances accruing to him from the sale or on the basis of any other legal grounds in respect of goods to which the Supplier reserves title. The Customer shall, notwithstanding such assignment, remain entitled to collect claims, but the Supplier shall also be entitled to collect claims directly from the Customer. The Supplier will avoid doing so as long as the Customer meets his obligations duly. The Supplier may demand that the Customer provide him with information on all assigned claims and the persons or parties by whom they are owed and with all other documents necessary for their collection. Such third-party debtors shall also on the Supplier's request be informed about the assignment (absolute assignment). If the item of delivery is resold together with other goods not belonging to the Supplier, the

Customer's claim against his customers shall be deemed as being assigned to the amount of the delivery price agreed between the Supplier and the Customer.

7.6 Processing by the Customer of items of delivery to which the Supplier reserves title shall always be done on the Supplier's behalf. If an item of delivery to which the Supplier reserves title is combined with any other items not belonging to the Supplier, the Supplier shall have co-title to the new item so created in the same proportion as that between the value of the item of delivery to which the Supplier reserves title and the new item.

7.7 The Supplier undertakes to release securities to which he is entitled to the extent as their value exceeds by more than 20% the value of the claims thereby secured thereby, if such claims should not have been paid already.

7.8 Despite the aforesaid reservation of title, the Customer shall nevertheless bear the risk of loss or deterioration of the items delivered.

8. Warranty

The Supplier warrants the items of delivery in respect of material or quality defects and legal imperfections, to the exclusion of any other claims but without prejudice to Figure 9 of these Terms and Conditions, as follows:

Material defects:

8.1 All items of delivery or parts thereof which prove defective due to a circumstance existing before the passing of risk shall, at the Supplier's preference, be repaired or replaced free of charge. Any such defects have to be notified to the Supplier in writing immediately upon discovery. Replaced parts shall become the property of the Supplier.

8.2 After consultation with the Supplier, the Customer shall grant the Supplier the necessary time and opportunity to enable him to effect all repairs or replacements as the Supplier may deem necessary. If the claim for defects proves justified, the Supplier shall, of the costs incurred by the repair or replacement, bear the costs incurred by the replacement item including the costs of delivery within the Federal Republic of Germany and the reasonable costs for dismantling and fitting or for repair including reasonable transport costs within the Federal Republic of Germany in case of repair outside the Customer's workshop, except to the extent as may be otherwise agreed, as well as, if this can reasonably be demanded in light of the circumstances of the particular case, the costs for providing own specialist personnel of the Supplier.

8.3 The Customer shall be entitled, within the provisions of the applicable law, to cancel the Contract if the Supplier – while taking due account of the exceptions allowed by law - lets a reasonable period allowed to him for repair or replacement of a material or quality defect pass without making repair or replacement. In case of only minor defects, the Customer shall only have the right to claim a reduction in the purchase price. Otherwise, the right to reduce the purchase price shall be excluded.

8.4 In case of defects to essential products bought from third parties and used by the Supplier in the item of delivery, the Supplier shall have the right to refer the Customer to the service organisation of the supplier concerned in a first step, with respect to claims for repair or replacement, without this implying any limitation in the warranty given by the Supplier.

8.5 No warranty shall be given for evident defects (including wrong deliveries or quantity shortages) unless notified in writing by the Customer to the Supplier within 10 days from receipt of the item of delivery by the Customer or for damage which is caused by natural wear and tear, unsuitable or improper use, modifications or repairs not approved by the Supplier, faulty fitting or commissioning by the Customer or third parties, failure to comply with operating and maintenance instructions, use of unsuitable fuels and the like or replacement parts which are not equivalent to original replacement parts, or biological, chemical, electrochemical or electrical influences and for which the Supplier is not responsible.

Legal imperfections of title:

8.6 If the use of the item of delivery leads to a violation of industrial property rights or of proprietary rights domestically, the Supplier shall basically provide the Customer with the right – at his own expense – for the continued use of the item of delivery or to modify the item of delivery in a way acceptable for the Customer, to the effect that the violation of industrial property rights will no longer persist. If this is not possible at economically reasonable conditions or within an appropriate period, the Customer shall be entitled to cancel the Contract. The Supplier shall likewise be entitled to cancel the Contract under the same circumstances. Moreover, the Supplier shall release the Customer from any uncontested or legally valid claims of the corresponding owners of industrial property rights (within parties' internal relationship ("inter partes").

8.7 The Supplier's obligations mentioned in paragraph 8.6 of these contractual provisions shall be deemed as being finalized in case of any violation of industrial property rights or proprietary rights. They shall only be applicable if (a) the Customer advises the Supplier immediately of any industrial property rights or proprietary rights

claimed; (b) the Customer supports the Supplier appropriately in defending the claims asserted and, if need be, makes it possible for the Supplier to realize the modifications according to par. 8.8. of these Terms and Conditions c) all defensive measures including an extrajudicial regulations are reserved to the Supplier d) the defect of title is not based on an instruction by d) the Customer and (e) the infringement has not been caused by the fact that the Customer has modified the item delivered arbitrarily or has used it in a way not conform to the Contract.

8.8 The warranty is included for used items of delivery if the Customer is an entrepreneur.

9. Liability

9.1 If through the Supplier's fault the item of delivery cannot be used by the Customer in the manner provided for in the Contract due to failure to provide proposals or advice or to the provision of defective proposals or advice before or after conclusion of Contract or due to breach of other subsidiary contractual obligations - in particular with respect to instructions for the operation and maintenance of the item of delivery - the provisions under paragraph 8 and subparagraph 9.2 of these Terms and Conditions shall apply analogously, whereby all other claims of the Customer shall be excluded.

9.2. The Supplier shall be liable for any damages that have not occurred to the item of delivery itself – or any legal grounds whatsoever – only in the event of wrongful intent, gross negligence by the owner, the corporate bodies or senior managers, in the event of culpable injury to life limbs and health of persons, which the Supplier has fraudulently concealed or the absence of which he has guaranteed, or insofar as due to any such defects the Supplier is liable for personal and material damage in privately used items according to the applicable law on product liability. In the event of a culpable breach of substantial contractual obligations, the Supplier shall also be liable in case of gross negligence committed by senior employees, and in the event of slight negligence, this latter case shall be limited to the reasonably foreseeable damage typical of the contract. Any further claims shall be excluded.

10. Limitation

Any claims of the Customer – based on legal grounds whatsoever – shall lapse 12 months from the transfer of risk to the Customer if he is an entrepreneur. Any warranty claims of the Customer on items of delivery shall lapse, if the Customer is an entrepreneur, 12 months after hand-over of the item of delivery. Warranty claims on used items of delivery that are not supplied to an entrepreneur, shall lapse after one year. The applicable statutory periods shall apply in case of intentional or fraudulent behavior and in case of any claims according to the applicable law on product liability.

11. Use of Software

To the extent as software is included in the scope of delivery, the Customer shall be granted a non-exclusive right to use the software including the documentation supplied or to permit use by his Customer in connection with the relevant item of delivery and on the following terms and conditions. Use of the software outside the item of delivery is prohibited. The Customer may reproduce, modify or translate the software or reverse-engineer it from the object code to the source code only to the legally permitted extent (Art. 69a ff. UrhG [German Copyright Act]). The Customer undertakes not to remove or alter any manufacturer indications and in particular copyright notices. All other rights to the software and documentation including any copies shall remain with the Supplier or the software supplier. The Customer shall also impose obligations of the same tenor on the end Customer of the item of delivery.

12. Other Provisions

The Supplier shall be entitled to process the data he has received about the Customer with respect to or in conjunction with the business relationship, whether this data has come from the Customer himself or from any third parties, within the bounds of the German Data Protection Act.

13. Place of Performance and Legal Venue

1. The place of performance shall be the Supplier's place of business. The contractual relationship between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on the International Sale of Goods of 11 April 1980.

2. For any and all claims arising out of the business relationship with merchants, the place of jurisdiction shall be – at the Supplier's discretion and regardless of the value of the matter in dispute – the District Court of Bielefeld, Germany, the Chamber for Commercial Matters. This place of jurisdiction shall also be applicable in all processes of change, cheques and certification related to the delivery. The Supplier shall also be entitled to file an action at the Customer's place of jurisdiction.

Terms and Conditions of License for the Granting of Software of CLAAS E-Systems KGaA mbH & Co. KG, Gütersloh (Rev. 02/3013)

1. Right of Use

The license is granted to the licensor for the unlimited right of use for the software programme outlined in the programme certificate and the corresponding papers and documentations.

It is a non-exclusive right of use. The right of use is granted to the licensee for the facility defined in the programme certificate. The use on a different facility, even if it is a facility for which the programmes are generally offered for use, requires the prior written agreement by the licensor. If the facility or facilities defined in the programme certificate is / are unusable or if their configuration for the programme conversion is insufficient, temporary use on a different facility shall be admissible. If the right of use has not been defined in a specific manner in the programme certificate, the licensee shall be authorized to use the programmes by completely or partly storing them in the facility or facilities intended for this purpose, in order to process the instruction or data included. Any further use beyond this purpose shall be subject to an additional agreement to be concluded with the licensor. The licensee shall be authorized to modify the programme provided, the related papers, documents and information only upon previous consent given by the licensor.

2. Reproduction Rights

The licensor shall be entitled to make safety copies of the programmes which he has been granted. He shall further be entitled to reproduce "machine-readable" material, if this is required for the purposes of a contractual use. Any papers, documents, documentations and the like that have been made available in a printed form must not be reproduced without the licensor's previous explicit consent. Any reproductions have to be marked and identified with the licensor's copyright notice. Any papers, documents, documentations and the like that have been made available in a printed form must not be reproduced without the licensor's previous explicit consent. Any reproductions have to be marked and identified with the licensor's copyright notice.

3. Scope of Performance

The scope of performance and function of the programmes that have been conceded is defined according to the product description ruling as of the date of conclusion of the contract. Any further commitments going beyond this granting of a right of use in particular cases such as commitments concerning the capacity, time frames, compatibility with other programmes or networking possibilities shall depend on the customer's specific situation and are in any case subject to the written form requirement. The same shall apply to individual customized revisions of the programmes or other specific operating conditions.

4. Terms of Payment

Except as otherwise agreed, payments shall be due as cash payments, immediately upon receipt of invoice, without any deduction and free of charge to the licensor's paying agent or office. Representatives or other sales personnel of the licensor shall not be authorized to receive and accept payments. The licensor reserves the right to supply on a COD (cash on delivery) basis. If the deadline fixed for payment is exceeded, default will occur without a special reminder having been sent (§286, par. II, German Civil Code). In this case, the licensor shall be entitled to demand the payment of interest on arrears to the amount of 8% p.a. above the base interest rate (§247 German Civil Code), unless the licensor furnishes proof of a higher damage of interest on arrears. Bills of exchange and cheques shall only be accepted on account of payment. If they are issued for incidental secondary (out-of-town) places, the licensor shall not be liable for the timely protesting. The licensor shall bear the discount, billing and encashment costs. Objections or complaints shall not give entitlement to retain payments overdue. Retention rights against contested counter-claims which have not been legally asserted shall be excluded.

If the licensor is in arrears with an amount of at least 1/10 of the purchase price, the complete residual amount shall be payable without any reminder having been sent. If the licensee's customer has paid in full or in part for the item of delivery on his part, the licensor's account receivable from the licensee shall insofar become payable immediately. The same shall apply if the bills of exchange or cheques agreed have not been endorsed or honoured in due time, in case of cessation of payments, in case of a request for the opening of insolvency proceedings on the assets of the licensor or in case of execution proceedings. If accounts receivable are reduced to a quota in the insolvency proceeding, any entitlement to previously agreed discounts and / or bonuses shall no longer be applicable. In the cases identified in the above sub-section, the licensor shall also be authorized to take back the item of delivery at the licensor's expense, while excluding any right of retention, for securing or the best possible free or private use on the account and risk of the licensee without this taking the effect of a withdrawal from contract by the licensor already now and hereby. Once having taken back the item of delivery, the licensor may also demand indemnification instead of the performance without any

particular fixing of a deadline. The indemnification shall amount to 10% of the purchase price, unless the licensor furnishes proof of a lower damage or the licensee furnishes proof of a higher damage. The licensor may, if he obtains an unfavourable information about the Customer's creditworthiness, which the Customer is unable to refute, payment in advance or the provision of a security or cash on delivery or he may raise a plea of uncertainty according to § 321 of the German Civil Code.

5. Documentation

The licensee shall receive the documentations required for use, such as a functional description, an operating instruction and general information on the installation of the software programmes. The papers and documentations are made available in a machine-readable or printed form.

6. Additional Services / Secondary Obligation.

Except as otherwise explicitly agreed between the parties to the contract, the installation of the software programmes shall be carried out by the licensee in accordance with the installation instruction included in the scope of delivery independently. The licensee bears the sole risk for the selection of the programmes and their suitability for the applications intended by the licensee, unless otherwise agreed in writing. Incidentally, paragraphs 8 and 9 shall apply. Instructions, trainings and other technical assistance service by the licensee shall be subject to a particular agreement. This shall likewise apply to maintenance of the contractual items after expiry of the warranty.

7. Protective Rights

The licensor shall remain the proprietor of all rights in particular of the copyrights on the programmes conceded, the related papers, documents and documentations and the like as well as all complete or partial copies established by the licensee. Revisions and translations shall in all cases be subject to licensor's approval in writing. Even just a partial conversion of the programmes from the object code into the source code is inadmissible without the licensor's previous consent in writing. The licensee shall advise the members of his staff of the licensor's protective rights appropriately.

8. Time of Delivery

The programmes have to be delivered within the contractually agreed period. This period will be deemed as being kept if, until its expiry, the subject matter of the contract has left the commercial site of the licensor. In the event that also the installation of the programme should have been agreed, the time of delivery will be considered as being kept if the installation has been approved and accepted by the licensee. If the licensee suffers a damage as a result of a delay that has occurred due to the licensor's fault, he shall be entitled while excluding any further claims to demand a compensation for damage. This compensation for damage will amount to ½ % for each complete week of the delay, but shall not exceed the maximum of 5% of the upfront license fee and / or of the utilization fee of the programmes which cannot be used due to the delay or which cannot be used in accordance with the contract, whichever is the greater. The licensee may withdraw from the contract if he has conceded a reasonable grace period including an explicit declaration of this denial of an acceptance of the performance and if the grace period is not kept. The assertion of any further claims shall be excluded without prejudice to paragraph 10 hereof.