

Terms and Conditions

Shop.deere.com/uk



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This document contains very important information regarding your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read it carefully.

This e-commerce platform/website, shop.deere.com ("Site") is operated by John Deere Walldorf International GmbH ("JDW").

These terms and conditions ("**Terms**") apply to the purchase and sale of John Deere parts, whole goods, and other items sold on the Site (collectively, "**Dealer Goods**") by independently owned and operated John Deere dealers ("**Dealer**") and licensed John Deere branded goods ("**Merchandise**") by JDW, Affiliates or Third Parties., collectively, "**Goods**".

You may not order or obtain Goods from this Site if you do not agree to these Terms.

These Terms are an integral part of the Site Terms of Use that apply generally to the use of our Site. You should also carefully review our Site Privacy Policy, along with the Stripe, Inc. Privacy Policy before placing an order for Goods through this Site.

1. Conclusion of Contract. The presentation of the Goods on this Site does not constitute a legally binding offer, but merely an invitation to place orders ("*invitatio ad offerendum*"). You agree that your order is an offer to buy, under these Terms, all Goods listed in your order. All orders must be accepted by us, and we will not be obligated to sell the Goods unless we accepted the respective order. We may choose not to accept orders within a reasonable period of time after we send you an order receipt confirmation email with your order number and details of the items you have ordered.

2. Prices and Payment Terms.

(a) All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for Goods will be the price advertised on this Site at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be clearly stated on the respective product page and in your order confirmation email. Price increases will only apply to orders placed after the increase was published on the respective product page.

(b) Posted prices include the applicable taxes and fees, in particular the statutory value-added tax (VAT).

(c) We strive to display accurate price information on this Site at any time; however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time before conclusion of the contract and will decline any orders arising from such occurrences without undue delay.

Payment may be made by as described during check-out. Payment of the purchase price is due immediately after placing the order.

3. Shipments; Delivery; Title and Risk of Loss.

(a) The Dealer and/or JDW will arrange for the shipment of Goods to you. Please check the individual product page for specific delivery options. Arising shipping costs are listed during check out and are billed separately.

(b) Returns and Refunds. We will accept a return of the Goods in accordance with our Withdrawal Policy. This does not affect any statutory warranty rights you may have if something is wrong with the goods or if there is a problem with your order.

4. Warranty.

(a) Consumers. If you are a consumer within the meaning of § 13 German Civil Code i.e. a natural person who enters into a legal transaction for purposes that predominantly are outside the consumer's trade, business or profession – statutory warranty provisions apply in relation to any Goods purchased via the Site.

(b) Traders. If you are a trader within the meaning of § 14 BGB (i.e. a legal personality who or which, when concluding a legal transaction, acts in exercise of their trade, business or profession), Goods purchased via the Site are covered by a warranty as set out in this Section 4(b). To obtain warranty service for defective Goods, you shall provide the seller of the defect Goods, being JDW or the Dealer, as applicable, with written notice of any defect of the Goods without undue delay. JDW or the Dealer as the seller of the defective Goods in question will, at its option, (i) correct the non-conforming Goods; or (ii) provide a replacement which is free from defects. If JDW's or the Dealers', as applicable, final attempt to remedy a defect has failed or refuse to remedy the defect or such remedy cannot reasonably be expected you, you may demand a reduction in the fees, rescind from the contract or claim damages in accordance with Section 5 of these Terms. The warranty period shall be one year upon delivery of the Good. This period does not apply to warranty claims of the Customer arising from willful misconduct of the Contractor or its vicarious agents, which shall become statute-barred in accordance with the statutory provisions.

5. Limitation of Liability.

In case of culpable injury to life, limb or health, in case of a guarantee, fraudulent intent or in case of a liability scenario under the Product Liability Act, JDW shall be liable in accordance with the statutory provisions.

Also, in accordance with the statutory provisions, JDW or its affiliates shall be liable for damages based on willful misconduct or gross negligence, including willful misconduct or gross negligence committed by representatives or vicarious agents of JDW or its affiliates.

Furthermore, JDW or its affiliates are liable in accordance with the statutory provisions for slight negligent infringements of such contractual obligations compliance of which is key for proper fulfilment of this Platform Agreement and of which JDW can regularly rely on. However, in this scenario, JDW's or its affiliates' liability shall be limited to compensation of typically foreseeable damages.

Any other liability of JDW or its affiliates, regardless of its legal grounds, shall be excluded. This also applies, in particular, but not limited, to JDW's liability for breach of pre-contractual obligations.

The aforementioned limitations of liability shall also apply for the benefit of vicarious agents of JDW and its affiliates.

6. Goods Not for Resale or Export. You represent and warrant that you are buying Goods from the Site for your own use only and not for resale or export.

7. Privacy. Our Site Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of Goods through the Site, which you can find under the following link [\[Privacy Notice\]](#).

Governing Law. All matters arising out of or relating to these Terms are governed by and construed in accordance with the laws of the Federal Republic of Germany, including without limitation applicable federal law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), if (a) your abode is in Germany, or (b) your abode is situated in a state of the European Union. In the event that your abode is in a member state of the European Union, German law applies provided this stipulation is not in conflict with mandatory rules of the state in which your abode is situated. Such rules shall remain unaffected.

8. Alternative Dispute Resolution

The European Commission provides a platform for online dispute resolution under <http://ec.europa.eu/consumers/odr/>.

We are not obligated and not willing to participate in dispute resolution proceedings pursuant to the German Consumer Dispute Resolution Act.

9. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 9 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

10. No Waivers. The failure or delay by us to exercise or enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of JDW.

11. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

12. Entire Agreement. Our order confirmation, these Terms, our Site Terms of Use, and our Site Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

13. Consumers in the UK.

(a) Title to the Goods. You will own any Goods JDW/Dealer supply to you once we have received payment for them in full.

(b) Limitation of Liability. JDW shall have no liability for loss, damage or costs in relation to Goods or otherwise under these Terms attributed to: (i) your own fault; (ii) a third party (including a Dealer) unconnected with JDW's own performance; and (iii) any other events which are outside JDW, Dealers or their suppliers or affiliates' control even if JDW or they have not taken reasonable care. If you are a consumer, JDW shall have no liability for business loss. If you are a business, JDW shall have no liability to you for any direct or indirect: loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings and any indirect or consequential loss. The limitations and exclusions set out in these Terms do not apply in respect of JDW's deliberate default and do not limit or exclude JDW's liability to you or anyone else in relation to our Goods or otherwise under these Terms which are prohibited by law including, but not limited to, for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

(c) Warranty – UK consumers. If you are a UK consumer we will honour our legal duty to provide you with Goods that are as described to you on our Site and that the Goods and the Site meet all the requirements imposed by law. For detailed information on your legal rights please see our Withdrawal Policy on the Site or visit the Citizens Advice website www.citizensadvice.org.uk.

(d) Alternative Dispute Resolution. We will try and solve any problems quickly. If you are not happy with the way we deal with any disagreement you and we may agree to refer the matter to mediation or arbitration but you and we are not restricted from bringing court proceedings.

(e) Assignment. Other than our group companies, no other person except you and us shall have any right to enforce any of these Terms. We may transfer our rights and obligations under these Terms to a third party, but we will always notify you if this happens, and this will not affect your rights or our obligations under these Terms. We intend to rely upon these written Terms as the entire understanding between us relating to the Goods. If you and we agree any other changes, please make sure that you request that these are confirmed in writing. If we fail to insist that you perform your obligations under these Terms or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have given up our rights against you and will not mean that you do not have to comply with those obligations.

(f) Severability. If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

(g) Governing Law. These Terms are governed by the laws of Germany provided that if you are a consumer in the UK you have the protection of mandatory local law applicable in the country where you live. These Terms are subject to the non-exclusive jurisdiction of English courts. This means that if you are a consumer in the UK you can bring an action to enforce your rights either in England or in the country where you live.