

# GENERAL TERMS AND CONDITIONS OF PURCHASE FOR RAPSEEDS

Version of 01. November 2008

## 1. scope of application

The following terms and conditions of the Buyer shall apply to all contracts concluded between the Buyer and the Seller for the supply of rapeseed. They also apply to all future business relations, even if they are not expressly agreed upon again. The contract shall be governed exclusively by the Buyer's general terms and conditions of purchase; other terms and conditions of the Seller or of a contracting agent shall not form part of the contract, even if the Buyer does not expressly object to them.

## 2. delivery

The delivery period or delivery date specified by the buyer in the contract is binding for the seller. If the seller is in default, the buyer is entitled to the legal claims. If the buyer asserts claims for damages, the seller is entitled to prove that he is not responsible for the breach of duty. The date of delivery must be agreed in good time with the buyer or the oil mill. Any demurrage or demurrage charges resulting from non-compliance with the agreed notification or deletion dates shall be borne by the Seller. Surcharges for high and low water and ice demurrage shall be borne by the seller for CIF deliveries. In the case of delivery by inland waterway vessel, the following unloading times in relation to the loading weight are available to the buyer in addition to a reporting date:

up to	300 to	- 1 day
up to	750 to	- 2 days
up to	1.500 to	- 3 days
up to	2.600 to	- 4 days
over	2.600 to	- 5 days

In the case of delivery by truck, only rear tipper/side tipper or vehicles with pneumatic emptying or floor outlet are to be used. Wagon dispositions cannot be made without the consent of the buyer. Changeover costs arising from non-compliance with these measures shall be borne by the seller. The means of transport for the transport of goods must be clean and free of prohibited substances in accordance with German and/or EU regulations or laws (latest version) and must also comply with the guidelines GMP (good manufacturing practice) of the PDV (Produktschaap Diervoeders) as well as the follow-up regulations (latest version).

## 3. sampling

In the case of rapeseed delivered, the consignee shall, when receiving the oilseed in his warehouse, take proper samples of each lot and at the same time record the weight. Otherwise, the ISO guidelines apply to sampling.

## 4. determination of weight

For delivery loose by ship:

by automatic weighing

For delivery loose by truck / wagon:

by automatic weighing

or

by full and empty weighing of the vehicle

## 5. Method of analysis

The rapeseed analyses must be carried out in accordance with the relevant ISO guidelines.

## 6. quality

Unless otherwise agreed, the buyer is entitled to the statutory claims for defects against the seller without restriction.

The price applies to healthy and pure goods machine-dried to approx. 8% water.

The goods are

- not healthy if it is not free from mould, odour, unripe, burnt or otherwise damaged seeds or if the FFA content in the oil exceeds 2 %;
- not dried, if its water content exceeds 9 %;
- not pure if it contains more than 2 % of straw, chaff or other foreign matter;
- not pure, if it contains prohibited substances according to German and/or EU regulations or laws (latest version)  
The contractual partner undertakes to comply with all rules and regulations issued in this context and to submit to appropriate controls;
- pure, when free from living and/or dead organisms.

Exceeding these maximum limits or failure to comply with the above parameters entitles the customer to reject the goods. This also applies to each individual delivery within a batch. The quality is determined in the laboratory of the buyer. The seller must be informed of the result immediately. If the seller does not agree with a result of the analysis, he has the right to have a control analysis carried out in a laboratory accredited according to DIN 17025. The buyer must be informed of this by the seller within 7 days of receipt of the analysis data. If the control analysis differs from the corresponding value of the first analysis by more than 0,2 percentage points, the mean of the two analyses shall be taken as the content, otherwise the first analysis shall remain decisive. The costs of the control analysis shall be borne by the applicant if the control analysis does not differ by more than 0,2 percentage points from the corresponding first analysis, otherwise the costs shall be shared. However, if there are significant differences, either party may request arbitral analysis in a laboratory accredited according to DIN 17025. After the arbitral analysis has been prepared, the average of the most approximate analytical values of the three analyses at hand is used as the basis for the calculation. The costs of the arbitral analysis shall also be borne by the applicant if the result of the arbitral analysis is not applicable to the determination of the water/oil content and the stocking, otherwise the costs shall be shared.

## 7. payments

The price stated by the buyer in the contract is binding and is valid free domicile, unless otherwise agreed in writing between the parties. The price is understood to include the statutory value added tax applicable at the time. All invoices of the seller must show the contract number indicated by the buyer.

## 8. quality offsetting

### Oil base 40 % pro and contra 1,5 : 1

i.e. for each percent (or fraction thereof) below 40%, 1.5% of the contract price must be paid by the seller.

For each percent (or fraction thereof) above 40%, 1.5% of the contract price must be paid by the buyer.

### Water-max. 9 %

below 9 %                0,5 : 1

i.e. below 9.0% - 6.0%, for each percent (or fraction thereof) 0.5% of the contract price must be paid by the buyer. Rapeseed with a water content of less than 6.0% is accounted for in terms of quality in the same way as rapeseed with a 6.0% moisture content.

Goods with a water content of more than 9.0% shall be deemed not dried and the buyer shall refuse to accept them. However, the buyer reserves the right to accept goods with a water content of more than 9.0%. In this case, the buyer shall charge an expense allowance of 11.50 2/to net.

### Stocking basis 2 %

less than 2 %   0,5 : 1

i.e. below 2%, for each percent (or fraction thereof) 0.5% of the contract price must be paid by the buyer.

Goods over 2% stocking is considered as not pure and their acceptance is rejected by the buyer in principle. However, the buyer reserves the right to accept goods with a stocking rate of more than 2%. In this case the purchase price is reduced as follows:

from 2 % to 4 %   1,0 : 1  
over 4 %   2,0 : 1

i.e. from 2% - 4%, 1% of the contract price for each percent (or fraction thereof) and above 4%, 2% of the contract price for each percent (or fraction thereof) must be paid by the seller.

In the case of lots with a water content of more than 9% and / or more than 4% stocking, the oil content is always converted to 9% water and 2% stocking.

Goods with a FFA content of more than 2% in the oil are considered unhealthy and their acceptance is generally rejected by the buyer. However, the buyer reserves the right to accept goods with more than 2% FFA content. In this case the purchase price is reduced as follows:

### FFA base 2 %

less than 2 %	no remuneration
more than 2 % bis 3 %	2,0 : 1
more than 3 % bis 4 %	3,0 : 1
more than 4 %	4,0 : 1

i.e. over 2% to 3%, 2% for each percent (or fractions thereof), over 3% to 4%, 3% and over 4%, 4% of the contract price must be paid by the seller.

## 9. other conditions

The CMA fee is not included in the contract price and is charged to the seller. If the goods are taken over at a third party warehouse, a warehouse warrant of the latest date must be issued in the name of the buyer, which may not be endorsed or otherwise transferred. The warehouse warrant must bear the statement that the warehouse keeper is not entitled to any lien or other rights and/or objections or defences with regard to the goods indicated in the warehouse warrant from the time before the warehouse warrant was issued to Brökelmann + Co. The buyer is entitled to the statutory rights of set-off and retention in full. He is entitled to assign all claims from the purchase contract without the consent of the seller. The seller is not authorised to assign claims from the contractual relationship to third parties without the prior written consent of the buyer.

## 10. place of jurisdiction / place of performance / applicable law / severability clause

The place of performance and exclusive place of jurisdiction for deliveries and payment (including actions on cheques) and all disputes arising between the Seller and the Buyer from the contracts concluded between them shall be the registered office of the Buyer, provided the Seller is a merchant within the meaning of the German Commercial Code (HGB). Unless otherwise stated in these General Terms and Conditions of Purchase or in the contract, the statutory provisions of the Federal Republic of Germany, in particular those of the German Civil Code (BGB) and the German Commercial Code (HGB), shall be deemed to have been agreed, expressly excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Should a provision in these terms and conditions or a provision within the framework of other agreements be or become ineffective, the effectiveness of the rest of the contract shall not be affected. In this case, the contracting parties are obliged to replace the invalid provision with a provision that comes as close as possible to the invalid provision in terms of its economic success.