

Purchase and Delivery Conditions for Rapeseed - Bunge Deutschland GmbH 2010/2011

The seller declares that the delivered rapeseed originates exclusively from seeds approved by the EU. The buyer only accepts 00-quality as sound, merchantable, dry and clean rapeseed.

Quality calculation: Fat content: Basis 40%, premium/discount 1:1,5 (ISO 10565) tel quel
Moisture: Basis 9%, max 9% (ISO 10565)
Allowance: premium 1:0,5 between 6-9%

The separately published charges for drying will apply to wet rapeseed with a moisture content of more than 9%. This will only be accepted by a receiving station with drying equipment as stipulated by the buyer.

Impurities: Basis 2%, max. 4% (ISO 658)
Allowance: premium 1: 0,5 below 2%
premium 1: 1,0 over 2%

Rejectable above 4,0%

The seller will pay an allowance of 1:2,5 for each percentage point (or fractions thereof) exceeding 4% of impurities.

Special conditions: The seller declares that the rapeseed delivered is not subject to labelling according to
Regulation (EC) No 1829/2003 of the European Parliament and Council dated 22 September 2003 on genetically modified food and feed and
Regulation (EC) No 1830/2003 of the European Parliament and Council dated 22 September 2003 concerning the traceability and labelling of genetically modified organisms and the traceability of food and feed products produced from genetically modified organisms.

FFA in the oil of the seed: max. 2%
Goods with over 2% FFA can be rejected.

Erucic acid in oil: max. 2%

Glucosinolates: max 25µmol/g seed

Benzo(a)pyren in oil: max 2.0 ppb

Pesticides

The seller declares that the goods correspond with the respectively valid pesticide regulation of the EU at the time of loading. If any pesticide is found above MRL on contractual load- or discharge-samples, the goods are not in compliance with EU legislation and therefore Buyers are fully entitled to reject the goods and/or to claim damages for non-contractual performance.

Radioactivity: max. 600 becq/kg Caesium 134/137

Poisonous seeds

The seller declares that the seed is free of Castor seed and other poisonous seeds

Living insects

The seller declares that the seed is free of living insects.

Any costs/consequences arising from the fumigation of the seed shall be borne by the seller.

Quality: The price applies for sound, merchantable, dry and clean product.
The product

- a) is not sound if it is not free of mould beetle infestation, musty odour, burnt and if the seed is unripe, burnt or otherwise damaged and if the FFA content in the oil is higher than 2%.
- b) is not clean if it contains impurities of more than 4% straw, chaff or other foreign matter and if it is not free of pest infestation (live or dead).
- c) will be considered as not dried if it possesses a moisture content of more than 9%.
- d) is not 00-quality, if the limits for erucic acid and/or glucosinolates have been exceeded.

Rapeseed

Drying Costs:	Up to 2% moisture extraction:	EUR/mt	15,00
	More than 2% moisture extraction:		
	Per commenced 1% of moisture extraction	EUR/mt	5,00

The above mentioned drying costs shall only apply during the harvest season (July and August). Otherwise rapeseed with a moisture content exceeding 9% will be rejected.

Quantity: Our contracts do not allow any quantity tolerances and are contracted on a min/max basis.

Parity: For contracts which have been contracted on a DDP or CIF basis, the parity is understood as Mannheim or an outside storage facility in buyer's option.

Payment: - After receipt of the goods 95% of the good's value will be credited to the seller as per the Self-Billing Procedure. In addition, the delivered quantities as per the delivery confirmations of Bunge Mannheim for one delivery week will be taken as a basis.

- 98% of the goods value for FOB/CIF deliveries by barge will be paid if the original documents - including invoice – are presented in Mannheim.
- Quality settlement will be effected after receipt of the analysis results.
- The quality settlement will be also effected as per the Self-Billing credit procedure on the same quantity basis as the 95%/98% goods calculation

Sampling: Upon taking up rapeseed into his stocks the recipient shall draw samples from each lot in accordance with current rules and regulations and, at the same time, determine the weight.

The sampling will be effected in accordance with the valid ISO regulations.

The samples shall be retained until the final settlement has been effected.

Analyses: The analysis shall be carried out at an accredited FOSFA laboratory at the instigation of Bunge Mannheim and for the seller's account.

The seller has the right to have a control analysis effected at an official FOSFA laboratory in Germany or the Netherlands at his own expense.

Should the control analysis deviate from the respective value of the first analysis by more than 0.2 percentage points, the average of the first and second analysis shall be taken as content value. Otherwise, the first analysis shall be final.

If, however, the deviation is more than 1.0%, each of the parties shall have the right to demand an arbitral analysis at an official FOSFA laboratory in Germany or in the Netherlands at the applicant's expense. Upon issue of the arbitral analysis the average of the two analysis values being closest to each other shall be taken as basis for the calculation.

Control and arbitral analyses shall be issued for all billing features (oil, moisture and impurities).

Analysis costs: The analyses are carried out in accordance with valid ISO regulations.

Rapeseed: EUR 25.00/lot (oil, moisture, impurities)
Plus currently valid VAT

These costs will be deducted from the credit amount.

Quality assurance: For the processing steps of the commodities covered by this contract (cultivation, harvesting, storing, transport) the seller will comply with the legal requirements and is recommended to follow the GMP requirements (GMP B6). The most important steps in order to ensure premium quality

oilseeds can be taken from the pamphlet "Hygiene measures when handling grain, oilseeds or legumes". The pamphlet is available on request.

Special conditions:

If the commodities are taken over on a third party's stock, a warehouse receipt which is neither endorsed nor alternatively assigned will be issued in the name of the buyer bearing the latest date. The warehouse receipt must bear the notation that the storekeeper is not entitled to lien or other rights and/ or objections or pleas concerning the goods indicated on the warehouse receipt for the time before the warehouse receipt was issued in the name of Bunge Deutschland GmbH.

The buyer has the right to charge claims to the delivering company against all claims the buyer or other Bunge companies are entitled. The before-mentioned regulation shall also apply if the settlement dates of the mutual claims differ or if by one party the cash payment and by the other party the payment by bill of exchange or acceptance bills have been agreed.

If not otherwise stipulated in the above-mentioned contract terms the conditions of FOSFA Contract No 26 for CIF deliveries and the conditions of FOSFA Contract No 4A for FOB deliveries, as well as the Unified Contract Terms in the German Cereals Trade, version 01.08.1995 excl. section VIII, paragraphs 21 and 22, shall apply. The seller shall bear all waiting, switching and forwarding costs of FOB deliveries.

The seller is liable for the compliance with the currently valid loading regulations, even for the carrier appointed by him. The carrier shall control and sign the proof of loading.

MATIF price fixing:

If a premium has been agreed for MATIF contracts, the following terms shall apply concerning the contract fixing:

- The Pricing shall be effected in seller's option by sellers give-ups for ___lots, as per Matif delivery month by a transfer "against actuals".
- Alternatively the seller shall have the right to place a sales order with MATIF via the buyer's account.
- The executed price shall be the basis for the fixing and establishes the contract price together with the premium.
- The contract must be fixed five working days before delivery or five working days before the expiration of the respective MATIF delivery month, whichever comes first.
- Otherwise, the regulations of the valid MATIF regulations for rapeseed futures shall apply.

Deliveries:

The delivery day shall be agreed upon punctually with the buyer.

Any demurrage costs arising through non-compliance with the notice of readiness or unloading dates shall be borne by the seller.

For deliveries by barge the seller shall send a complete set of documents before arrival of the barge to:

Bunge Deutschland GmbH, Bonadiesstraße 3-5, 68169 Mannheim

- The following registration address/ place of unloading shall be indicated on the documents and contacted respectively:
Wincanton GmbH, Industriehafen/ Hafen 4, Mühlenstr. 12,
Tel. 0621-8048321 or 8048243 or 8048241 – Fax 0621-8048242
Seed discharge non-stop from Monday 6 am to Friday 9 pm.
- Unloading times: The unloading regulation in accordance with the inland navigation regulation of 26.01.94 and notice of readiness shall apply.
- Demurrage costs: any arising demurrage costs will be invoiced in accordance with §32 of the inland navigation regulation, version 26.04.94.

Legal venue:

Mannheim or location of defendant's headquarters.

This contract shall be subject to German law excluding CSIG.



July 2011