

# Buying/Delivery conditions rapeseed

## Bunge Deutschland GmbH

Fassung vom 11.11.2023

The following conditions apply exclusively to all rapeseed purchase and delivery contracts concluded between Bunge Deutschland GmbH and the seller/supplier. Differing conditions from the seller/supplier will not be recognized; unless Bunge Deutschland GmbH agrees to this in writing.

### 1. Quality

The buyer assumes compliance with all legal regulations at all stages (cultivation, harvesting, storage, transport) for the contractual goods. Compliance with GMP, QS or equivalent standards is desirable. Seller is responsible for compliance with current subpoena requirements. Proofs of summons, according to IDTF, must be signed by the carrier and checked by the seller or his vicarious agents. Compliance with the "Measures for the safe handling of grains, oilseeds and legumes" is mandatory. The buyer makes this information sheet available on his homepage <http://www.bunge-deutschland.de/downloads/>.

The seller declares that the rapeseed delivered comes exclusively from seeds approved in the EU. The buyer only accepts 00 quality as healthy, commercially available, dry and pure goods.

Qualitätsanspruch	Grenzwert
Free from mold, odor, immature, burnt and/or damaged seeds.	not included
Ffa conten in oil	max. 2 %
Foreign matter/Trimmings (straw, chaff, foreign components) max. 4%	max. 4 %
Free from live and dead insects and bugs	not included
Water content/moisture (either naturally dry or dried using a process that is harmless to health)	max. 9 %
Erucic acid content in the oil	max. 2 %
Glucosinolate content in the seed	max. 18 µmol/g
Radioactivity (Caesium 134/137)	max. 600 becq/kg
Free from castor and other toxic seeds	not included

The seller further declares that the seeds delivered comply with all of the following regulations, guidelines and quality requirements in their consolidated version:

- Regulation (EC) No. 1829/2003 of the European Parliament and of the Council of September 22, 2003 on genetically modified food and feed.
- Regulation (EC) No. 1830/2003 of the European Parliament and of the Council of September 22, 2003 on the traceability and labeling of genetically modified organisms and the traceability of food and feed produced from genetically modified organisms.
- EU Directive 2002/32/EC on undesirable substances in animal feed
- VO (EC) 2023/915 setting the maximum levels for certain contaminants in food
- Regulation (EC) No. 396/2005 on maximum pesticide residue levels

### 2. Additional quality requirements

Polyaromatic hydrocarbons:

Content in the oil of the goods corresponds to the requirements according to EU Regulation 2023/915 of April 25, 2023:

- 1) Total 4 PAHs (Benzo(a)pyrene, Benzo(a)anthracene, Chrysene, Benzo(b)fluoranthene) maximum 10 ppb and
- 2) Benzo(a)pyrene maximum 2 ppb.

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Dioxins and dioxin-like PCBs:

Dioxin content in the oil of the goods corresponds to EU Regulation 2023/915 of April 25, 2023:

- 1) Total dioxins (WHO-PCDD/F-TEQ) maximum 0.75 pg/g and
- 2) Total dioxins and dioxin-like PCBs (WHO-PCDD/F-PCB-TEQ) maximum 1.5 pg/g.

Plant protection products:

In accordance with the applicable EU regulations, residue quantities of plant protection products may not exceed limit values or MRLs at the time of delivery. If a plant protection product with a higher than the MRL value is found in the contractual cargo or in samples after unloading, the goods do not comply with EU legislation, so that Bunge Deutschland GmbH is entitled to reject the goods or to claim damages for non-conformity with the contract to demand.

If the goods do not comply with the provisions of EU legislation and the requirements listed above, the buyer is entitled to reject the goods and/or to claim damages for non-compliance with the contractual services as well as all subsequent costs of non-fulfillment of the contract without restriction.

### 3. Sampling

When delivering rapeseed/beetroot, the recipient must immediately take proper samples from each batch when accepting the oilseeds into his warehouse and at the same time determine the weight.

Sampling is carried out in accordance with DIN EN ISO 21294:2017 in the current German version.

### 4. Analyzes

The analysis to verify compliance with the quality requirements for the goods from these conditions is carried out in a Bunge laboratory or at a recognized third-party FOSFA laboratory (in this respect, Bunge is free to choose). The costs of the analysis are borne by the seller.

The seller has the right for CIF and FOB to have a control analysis carried out at an official FOSFA laboratory in Germany or the Netherlands at his own expense.

With DDP, the seller pays Bunge the costs for the 2nd analysis.

If the control analysis deviates from the corresponding value of the first analysis by more than 0.2 percentage points, the salary is the average of the 1st and 2nd analyses; otherwise, the first analysis remains relevant.

However, if there are differences between the 1st and 2nd analysis of more than 1.0%, each of the two parties can request an arbitration analysis at an official FOSFA laboratory in Germany or the Netherlands at the expense of the applicant. After the arbitration analysis has been created, the mean of the most similar analysis values from the three analyzes available is used as the basis for the calculation.

Control and arbitration analyses must be created for all billing features. (oil, water and trimmings). The analyzes are carried out according to the current ISO methods.

### 5. Analysis costs:

Rapeseed: EUR 25.00/lot (oil, water, trimmings) plus the applicable VAT at the seller's expense

### 6. Quality billing:

Oil: base 40%, premiums/discounts 1: 1.5 (ISO 10565:1998), tel quel

Moisture: base 9%, max. 9% (ISO 10565:1998)

Compensation: Surcharge 1: 0.5 between 6 – 9%

Shock limit: 9%

Admixture: base 2%, max. 4% (ISO 658:2002)

Remuneration: Surcharge 1: 0.5 under 2%

Discount 1: 1.0 over 2%

Shock limit: 4,0%

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If goods are accepted over 4%, the seller will pay a remuneration of 1:2.5 for each percentage point (or fraction thereof) over 4 %.

**ffa:** Goods with more than 2% ffa content in the oil will be rejected by the buyer. However, the buyer reserves the right to accept such goods against a charge based on 2% ffa. In this case the purchase price is reduced as follows:

below 2%	no remuneration
over 2% to 3%	discounts 1: 2
over 3% to 4%	discounts 1: 3
over 4%	discounts 1: 4

**Erucic acid:** Goods with more than 2% erucic acid content in the oil will be rejected by the buyer. However, the buyer reserves the right to accept such goods against a charge based on 2% erucic acid. In this case the purchase price is reduced as follows:

max. 2%	
over 2% to 2.99%	discounts 1: 7
over 3% to 4.99%	discounts 1: 10
from 5.00%	discounts 1: 15

## 7. Sustainability:

If sustainable seeds have been agreed, the rapeseed corresponds to the version of EU Directive 2009/28/EU valid at the time of delivery, which was approved by the European Commission in Brussels as an EU sustainability concept. The necessary information about the sustainability (e.g. origin, GHG value, etc.) of the delivered goods must be provided for each delivery at the time of delivery.

## 8. Quantity:

Our contracts generally have no scope for quantity and are therefore concluded on a min/max basis. The takeover weight of the oil mill or external warehouse is FINAL.

## 9. Parity:

For contracts that are concluded DDP or CIF, Parity Bunge Deutschland GmbH or one of the external warehouses is the buyer's choice.

## 10. Deliveries:

The day of delivery must be agreed with the buyer in good time. Any demurrage or demurrage fees that may arise due to non-compliance with the agreed reporting or deletion dates will be borne by the seller.

For ship deliveries, before the ship arrives, the seller sends a complete set of documents to:

Bunge Deutschland GmbH, Bonadiesstraße 3 – 5, 68169 Mannheim

The following reporting address/deletion point must be stated or addressed in the papers:

Bunge Deutschland GmbH, Industriehafen/Hafen 4, Inselstraße,  
Tel. 0621/3704 –452 in der Zeit von Montag 06:00 Uhr bis Freitagabend 20:30 Uhr

In general, the seed reception is open from Monday to Friday from 6:00 a.m. to 8:00 p.m. However, we reserve the right to make changes if necessary. The unloading times and the calculation of demurrage fees are carried out in accordance with the regulation on loading and unloading days as well as loading and unloading times in inland shipping dated January 26, 1994.

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### 11. Other conditions:

If the goods are taken over from a third-party warehouse, a warehouse receipt must be issued in the buyer's name and must be of the latest date, which must neither be endorsed nor transferred in any other way. The warehouse receipt must bear the note that the warehouse keeper is not entitled to any liens or other rights and/or defenses regarding the goods specified in the warehouse receipt from the time before the warehouse receipt was issued to Bunge Deutschland GmbH.

The buyer is entitled to set off claims of the delivery company against all claims that the buyer or other Bunge companies have against the delivery company. If Bunge has claims against the seller/supplier, the seller/supplier may set off against counterclaims or withhold payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established.

Unless otherwise formulated in the above contract conditions, the conditions of FOSFA contract No. 26 apply for CIF deliveries and FOSFA contract No. 4A for FOB acceptances, as well as otherwise the standard conditions in the German grain trade in the version dated July 1, 2005 excl. Section VIII, § 21 and § 22. In the case of FOB acceptance, waiting, shunting and appointment costs are borne by the seller.

### 12. MATIF price fixation:

If a premium has been agreed for MATIF contracts, the following conditions apply regarding the fixing of the contract:

- The fixing takes place at the seller's discretion by giving the buyer the corresponding quantity, based on the agreed MATIF future month, by handing over using "against actuals".
- Otherwise, the seller has the right to place a sell order via the buyer's account at MATIF.
- The traded price is the basis for the fixing and, together with the premium, forms the contract price.
- The contract must be fixed at least five working days before delivery or five working days before the last trading day of the corresponding futures month, whichever comes first.
- Otherwise, the provisions of the valid MATIF rules for the rapeseed futures contract apply accordingly.

### 13. Payment:

When goods are received in accordance with Incoterm DDP, 100% of the value of the goods will be credited to the seller within the framework of the self-billing agreement (so-called self-billing procedure), provided that corresponding agreements have been concluded with the sellers. For this purpose, the respective quantities delivered by the seller from the delivery confirmations from Bunge Deutschland GmbH, each of which covers one delivery week, are used. The quality billing is carried out after receipt of the analysis results on the same quantity basis as the 100% goods invoice.

For ship deliveries FOB/CIF, 100% of the value of the goods is paid as soon as the complete original documents (e.g. bill of lading, sustainability documents, etc.) - including the correct invoice - are presented in Mannheim.

Quality billing for ship deliveries is also carried out using the so-called self-billing procedure (see above).

### 14. Severability clause:

If any provision of this contract is wholly or partially invalid, ineffective or unenforceable, the validity of the remaining provisions of these terms and conditions will not be affected. The parties undertake to replace the invalid or ineffective or unenforceable provision with an effective regulation that comes as close as possible to this provision.

### 15. Place of jurisdiction:

The place of jurisdiction for all disputes is Mannheim.

German law applies to this contract, excluding the CISG (UN Convention on Contracts for the International Sale of Goods).

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