

## General Sales and Delivery Conditions for Oil Cakes, Oil Meals and other Feedstuffs containing Oil (Version from January 2006)

### I. General

1. The following sale and delivery conditions are final for current and future seller's contracts with a company concerning oil cakes, oil meals and other types of feedstuffs containing oil. Any conflicting or additional conditions of the buyer or acquisition agent not expressly accepted by the seller in writing do not apply and do not obligate the buyer, even if he or she has not expressly rejected the conditions.
2. The contents of the contract arise from the written sale confirmation of the seller, including the aforementioned and following conditions. Additional verbal agreements, alterations and supplements to the contract require the written confirmation of the seller.
3. The agreement regarding the aforementioned and following conditions remains in force even the buyer does not return a copy of the signed sales confirmation.

### II. Delivery

1. Delivery will be made within the agreed delivery period at a time chosen by the seller. If the delivery time spans several months, the delivery will be made monthly at approximately equal intervals.
2. When determining the delivery time, "immediately" shall mean within 3 working days, or 5 working days in the case of ship consignments. "Prompt" shall mean within 10 working days. The contract conclusion date shall not be included in this.

Working days, in the sense of this and the following conditions, are the days from Monday to Friday. Legal or local holidays as well as the 24th and 31st of December are not counted as working days. Local holidays shall be considered as per local custom of the loading and shipment locations.

3. a) The seller can tender the goods at any time they choose within the delivery period, unless otherwise specified in the contract. Further, the seller has the right to tender the goods before the delivery period, although they must not be delivered any earlier than the 1st day of the delivery period. The buyer is required to issue a workable shipment order for the acceptance of the goods immediately after receiving the tender. Should they fail to fulfil this obligation within the extension period as defined by the seller in accordance with no. 3 b), the seller is entitled in his option to withdraw from the contract or the as yet unfulfilled contract portion and/or to claim compensation for damages in place of performing, due to the considerable importance of issuing the shipment order at the correct time. In lieu thereof, the seller can also request immediate payment against the provision of a delivery certificate/storage certificate. The seller must exercise his or her right to choose a course of action no later than 2 working days after the end of the extension period, after which they can only claim compensation for damages.

If a tender by the seller or a shipment order of the buyer is received by the respective other party after 15:00 of a working day, the delivery or shipping order will be regarded as having been received at 10:00 on the next working day.

- b) The grace period to be defined in accordance with no. 3 a) must be at least 4 working days after the date on which the tender notification is received. The extension notification can be combined with the tender, if so decided by the seller.
- c) If the seller has not made use of their right to tender in accordance with nos. 1 and 3 a) and if the buyer has not provided a requested shipping order by the end of the delivery period or the release order period, the seller can tender as described in no. 3 a) after the delivery period is over, as long as the obligation of the buyer to accept the goods has not expired.
- d) Should the seller claim for damages in place of performing, he is entitled to establish the cost of the damages through a self-help sale or price ascertainment. The self-help sale must be promptly carried out by a sworn broker as soon as possible and after the tender period has expired. Should a threatened self-help sale not be carried out or not be carried out in the appropriate fashion, the right to claim compensation remains unaffected. If the establishment of the claims for damages be made by means of price ascertainment, the effective date for the price ascertainment will be the 1st working day after the tender period has expired
- e) If the buyer does not punctually issue a workable shipment order, the seller is entitled to store the goods themselves or through a third party at

the cost and risk of the buyer. The buyer is responsible for arranging insurance coverage.

- f) In the event of delayed issue of the workable shipment order or a delayed release order, the seller is entitled to postpone the delivery by the same number of working days as the seller was delayed, in addition to a reasonable disposition time.
4. Unless otherwise designated in the contract, the seller is entitled to make partial deliveries. Every partial delivery shall be considered in partial fulfilment of the contract.
5. Deliveries against fulfilled contracts to third parties (including surveyors, trucking companies, shipping companies etc.) will only take place if the request is accompanied by the correct release certificates issued to the seller. Deliveries and release certificates are required to match exactly in terms of quantity. The request must contain the contract number of the oil mill. If the contract number is missing in the delivery request, more specifically in the release by a middleman, the seller is not required to perform.
6. The delivery can also be made to a different location than the one specified in the contract if this is expedient for production, storage or distribution reasons. Any additional costs which result from this are to be paid for by the seller. Any resulting reduced costs will be credited to the seller.
7. The seller is entitled to refuse execution of the contract
  - a) if the financial condition of the buyer worsens significantly after the conclusion of the contract or if the seller becomes aware of an existing situation which could endanger his or her counter-performance claim, unless payment is made in advance or the payment is guaranteed in another way to the buyer (e.g. bank guarantee);
  - b) for as long as the buyer is delayed with the acceptance of a delivery or with a payment for any contract entered into with the seller;
  - c) if the company of the buyer is liquidated after the conclusion of the contract, is transferred to a third party, is moved abroad or is given another legal form and, due to these reasons, the fulfilment of the contract is in doubt, unless payment is made in advance or guaranteed in accordance with a).
8. The seller has the right to deliver like goods from another producer, unless otherwise agreed in the contract.
9. a) The seller is released from the contractual delivery deadlines and, if needed, from the fulfilment of the contract in accordance with the following provisions insofar and as long as circumstances occur domestically or abroad which would make the service provision significantly difficult. This is the case if the seller is unable to acquire raw materials; is impeded in the processing or in the delivery or loading, or if these are unreasonably difficult.

The parties in particular consider the following circumstances to be unreasonably difficult:

- Mobilisation, warlike events, civil war, blockades, strikes, demonstrations, stay-in strikes, sabotage and go-slows
- adverse natural events such as ice, high/low water, hurricanes, cyclones, earthquakes, late or destroyed harvests;
- significant difficulty in obtaining foreign currency in order to pay for raw materials;
- shipping or transportation hindrances, delays, limitations and changes;
- hindrances resulting from explosions, fire, complete or partial destruction of manufacturing facilities or stores, machines and parts of machines;
- machine breakdown or significant operational disruptions;
- consequences of an "energy crisis", fuel, additives or energy shortages;
- lack of labour due to illness or epidemics;
- no delivery or incorrect delivery of raw materials, additives or packaging materials to the seller;
- mandatory measures, in particular regulatory classifications and similar, both domestic and foreign.

Hindering circumstances in the aforementioned sense do not include those which have occurred at the fault of the seller.

- b) In those cases listed in no. 9 a), the seller is entitled to initially extend the agreed delivery period by the expected duration of the hindrance, or to postpone a partial delivery in the same way. The buyer must be notified of this immediately, either verbally, by telephone or in writing. In the first instance, this message can be passed on in any form.

In the case of a verbal notification or message passed on by telephone, the seller is required to send a written telex or email confirmation of this as soon as it is reasonable to do so in the circumstances.

It is the right of the seller, however, entitled to deliver goods of same value, no later than the end of the hindrance.

Once the hindrance has ended, the seller is required to deliver the goods within a reasonable period of time within the scope of their production and other options, and must report the corresponding delivery date to the customer as soon as possible.

- c) The seller is not required to replace the affected deliveries with supplies from third-party sources, unless the buyer will cover the resulting additional costs and agreed to the resulting delivery delay.
- d) If the total duration of the hindrance is more than three months, either of the parties is entitled to withdraw from the contract. The withdrawal or termination right does not exist if the seller is still required to accept raw materials or parts thereof after three months, due to their raw materials purchase contracts, and if it is reasonable for the buyer to continue adhering to the contract.

In the case of contracts which include several deliveries, the aforementioned right exists only for those deliveries which were to be made during the period of time in which the hindrance existed.

10. A sales contract will automatically expire with regards to undelivered quantities if a written, email or telegraphic notice to accept these quantities is not issued within three months after the last delivery time defined in the contract.

If such a notice is issued, and the party issuing the notice fails to exercise their rights until month-end, calculated from the date on which the notice was effected in accordance as per Clause 1, the sales contract is to be regarded as irrevocably expired with no right to claim compensation for damages for either party with regards to the undelivered quantities. The provisions in sections 9. a) - d) remain unaffected.

### III. Shipment

1. In the case of shipment, weighing and sample-taking procedures applicable to the quantity and quality are to be executed. The buyer has the right to be present during these procedures or to be represented by an inspector. He can also request that the sample taken or the drawing up of a weight certificate be carried out by a third party at their own cost. Should the buyer/inspector not arrive at the stated loading start time, the seller is entitled to start loading. Should the buyer/inspector fail to arrive promptly at the loading time despite being notified and the seller delays loading until the buyer/inspector arrives, the buyer is required to compensate the seller for the cost of the delay.
2. The seller is not responsible for the failure to load the allocated barge if the shipping company has made other arrangements for the barge involved.
3. If the sale is made "FOB" . . . or "ex: Works" . . . or "free truck/rail car" the buyer is solely responsible for providing a suitable means of transportation for all of the transported goods (truck, ship etc.) for the agreed delivery period for meal and pellets. The means of transport will only be regarded as suitable if it fulfils or observes all legal or otherwise relevant requirements during loading, the entire journey and when unloading, in particular those provisions of the responsible Accident Prevention & Insurance Association. In the case of ships, the respective valid provisions of the ADNR, the internal shipping company and the Berufsgenossenschaft Nahrungsmittel und Gaststätten (Accident Prevention & Insurance Institute for Food and Restaurants) e.g. their respective valid bulletins, must be adhered to and taken into account. Only those provisions which are compulsory for only the seller or their assignee remain unaffected. The seller is entitled to reject a means of transportation which clearly appears not suitable. In this case, the buyer will cover the costs resulting from the suitable replacement means of transport.
4. In the case of consignments sent by rail, the seller is entitled to arrange for the shipment to be sent to their own address, in which case the buyer must be notified, unless agreed otherwise in the contract.
5. If the goods are accepted by a third party by order of the buyer (e.g. trucking company, transport or freight carrier) the bill of lading or delivery certificates which have been listed on the "Order" or/and issued blank are to be supplied to the seller upon request.
6. If the goods are to be collected by vehicles supplied by the buyer, they are to be collected as quickly as required by the operational conditions of the seller, if needed, also in the 2nd or 3rd working shift without the seller compensating the buyer for possible costs incurred as a result of overtime works etc. Should operational requirements mean that the corresponding collection by the seller's own team is impossible, the seller will attempt to make qualified staff available for this purpose at the cost of the buyer. The loading of watercrafts will be carried out according to local usage.

7. The goods are transported solely at the risk of the buyer, unless otherwise agreed in the contract.
8. If the buyer does not issue any instructions, the seller will choose the method/means of transport. In doing so, he will take the interests of the buyer into account as far as possible given the circumstances. The seller is not responsible for ensuring that the cheapest shipping method is selected in each case.
9. The shipping of the goods will take place during the time stated by the supplier. Costs incurred as a result of weather-related delays to the shipping (e.g. demurrage, railcar detention charges and similar) and wagon/container fees, charges for track connections and the cartage for cargo are to be paid for by the buyer, unless otherwise agreed in the contract.

### IV. Weight

1. The quantity provided by the seller can be up to 5% over or under the contractual quantity, unless otherwise stipulated in the contract. An overfill or underfill of up to 2% will be calculated basis contract price, while an excess or shortage over this amount will be calculated as per day price. The day of shipping is final for the calculation of the day price.
2. The weight ascertained at loading is final. The seller will provide a weight certificate if required by the buyer when the shipment contract is consummated.

### V. Sampling

1. A sample will be taken at the loading location upon request of the seller or buyer.
2. Should the buyer request a sample to be taken, they must state, no later than the appointment of the loading date, whether the sample will be taken by a professional certified sampler at their own cost. If this request is not effected, the sample taken by the seller will be final.
3. If the seller arranges for the sample to be taken by a professional certified sampler, this will be at their own cost.

### VI. Quality

1. The quality of the goods to be delivered is to be in accordance with the contractual agreements.  
If no other agreements exist, the goods are to be delivered in a condition which is normal in the trade, notably in regards to cleanliness and purity. The goods must correspond with the applicable legal guidelines. The degree of water content and natural unwanted admixture are not valid as an independent grounds for complaint as long as they do not significantly affect the buyer's use of the goods.
2. If sales are made as per samples, this will only apply as a type sample. Slight deviations of the delivered goods – including their colour and refining are permissible. The description „as previously“ is to be understood as „as approximately as previous“.
3. When delivering expellers or pellets breakage is not grounds for reclamation unless large quantities are involved.

### VII. Notice of deficits, guarantee

1. The goods are to be carefully inspected by the buyer before accepting/confirming them to ensure that the delivery is complete and undamaged. In cases of reclamation, the buyer is responsible for ensuring that all measures are taken, at the correct time and in the correct way in accordance with applicable provisions, in particular the required statement of damage, and is required to immediately inform the seller.
2. The buyer is required to inspect the goods immediately after they are delivered and, if deficiencies are discovered, these must be immediately reported in writing to the seller, no later than five days after the delivery. The deficiencies are to be communicated in writing to the seller immediately after this notification with detailed justifications. The deficient goods must remain in the condition in which they were delivered so that the seller can correctly verify the notice of deficits. This does not apply only if the seller expressly states otherwise in writing, by telex, or by email and if the seller ensures that the faulty goods are stored completely separately and are not processed.
3. The buyer is required to declare whether the delivered goods are suitable for their intended purpose before they begin processing by carrying out tests which are of a suitable scope involving the appropriate methods.
4. If the buyer fails to comply with the obligations in accordance with nos. 1 to 3 or does so incorrectly, the goods will be regarded as accepted, unless the deficiencies are of such a nature that they would not be detected during a correctly conducted inspection/test.
5. Should a deficiency be discovered which was not initially detectable, the buyer is required to report these immediately and no later than five days after their discovery in accordance with no. 2. Otherwise the goods will also be regarded as accepted with regards to this deficiency.
6. If a claim is made at the correct time and is justified, the seller – unless otherwise agreed – is entitled to initially reclaim the deficient goods and to replace them with goods in accordance with the contract. The seller is required to issue a statement within a preclusion period of 10 working days after the written request by the buyer, declaring if they effect their right to make a replacement delivery. In order to provide the seller with sufficient grounds on which to make their decision, the buyer is required to allow an

inspection of the rejected goods to be made by the seller. Should there be no replacement delivery by the seller or if this should be aborted, the buyer is entitled to reduce the purchase price in accordance with section 437 of the German Civil Code (BGB) or withdraw from the contract.

7. A claim regarding the contents of the goods is to be based on the sample taken as described in Clause V. Should the buyer request such a sample to be analysed, he or she is required to send the sample to a certified trade chemist no later than five working days. If the inspection reveals different contents other than those agreed, the seller is entitled to arrange a control analysis by another certified trade chemist. If both analyses do not differ from one another by more than 1%, their average will be final when calculating any compensation.

In the case of larger variances, both parties have the right to request a third analysis by another trade chemist, no later than eight working days after receiving the second analysis results and will be selected by the seller. The average of the two analyses which have the most similar results will be final when calculating compensation.

If an allowance is to be paid, the costs of all analyses will be covered by the seller, otherwise they will be paid by the buyer.

#### VIII. Price

1. The price can be increased by the amount which the cost price of the seller rises due to entry and exit fees or other charges, which increase or are introduced after the conclusion of the contract, relating to the goods or their raw materials (e.g. the charges connected to the Fat Market provisions of the EU or similar institutes) either domestically or abroad. This correspondingly applies if other circumstances (in particular the price of energy, additives, operating supplies, freight problems, difficulties in obtaining raw materials), which were not foreseeable for the seller and which change the cost calculations of the seller so significantly that a corresponding increase of the price is justified.
2. When selling "carriage free", the buyer is required to cover any additional carriage which have resulted from deliberate partial loading by the buyer, an increase in carrier rates after the conclusion of the contract, low or high water levels, icy periods or similar additional costs (such as toll charges).

#### IX. Compensation for damages, time-barring of damage claims and claims resulting from other breaches of duty

1. The seller is liable for compensation for damages within the scope of legal provisions, insofar as the damage has resulted from an intentional act or gross liability on the part of the seller, their legal representatives or employees. Liability for negligence is excluded if there is no culpable breach of a significant contractual duty or loss of life, injury or damage to the health of an individual, or in the case of forced liability pursuant to the conditions of the Product Liability Act (Produkthaftungsgesetz).
2. Claims for damages made by the buyer are limited to typical and foreseeable damages. This does not apply to claims which are based on intentional or grossly negligent actions of the seller, their legal representatives or employees. The limit does also not apply to liability for damages relating to a loss of life, injury or damage to the health of an individual and in cases of forced liability pursuant to the conditions of the Product Liability Act (Produkthaftungsgesetz).
3. Claims made by the buyer arising from this contract relationship will become time-barred with a deadline one year after the legal beginning of the year. This does not apply in the cases listed in section 438 para. 1 nos. 1 and 2 and sections 478 and 479 of the German Civil Code (BGB), and in the case of claims for damages resulting from a loss of life, injury or damage to the health of an individual and in cases where the seller, their legal representatives or employees are guilty of intent or gross negligence.

#### X. Payment

1. Unless otherwise agreed in the contract, the seller is entitled to request prepayment against the delivery of goods which are ready to be loaded.
2. The buyer is not entitled to increase or make deductions from the invoice in any way, unless the request to change the invoice has been accepted by the seller in writing or has been legally established. The buyer is only entitled to retain the sale price if their counter claim is based on the same contract relationship.
3. The payment must be exclusively cashless. The seller is entitled to accept cheques/bills of exchange, but is not required to do so.
4. If the buyer does not pay the agreed purchase price within the stated payment period, interest is to be charged on the overdue amount in accordance with clause XI. no. 2.
5. Irrespective of the agreed form of payment, the seller can request prepayment or bankable indemnification for the delivery if:
  - a) the asset situation of the buyer worsens significantly after the conclusion of the contract or if the seller becomes aware of an existing situation which could endanger their counter-performance claim, unless payment is made in advance or the payment is guaranteed in another way to the buyer (e.g. bank guarantee),
  - b) the buyer is delayed with the acceptance or removal of a delivery or delay in payment.

c) the company of the buyer is liquidated after the conclusion of the contract, is transferred to a third party, is moved abroad or is given another legal form.

6. Representatives or employees of the seller are not authorised to collect without special written authorisation.

#### XI. Default of payment, insolvency of the buyer

1. Should the buyer be in delay with their payments towards the seller for at least one delivery arising from this or another contract, if they have suspended their payments, if events occur which are equivalent to a suspension of payments, if they have failed to cash in a bill of exchange or cheque at the correct time or if they have countermanded a debit advice issued by the seller in accordance with the contract, the seller - subject to their other rights - is entitled to partially or completely withdraw from individual contracts or all contracts which have not yet been fulfilled. A grace period is only required in the case of defaulted payments and must be a period of three working days. In the case of a countermanded or unrecognised debit advice, the period must be no more than 24 hours.
2. The interest rate for corporate partner debts is 13% at a minimum but in all cases 8% over the corresponding base interest rate. The seller can also claim for ongoing damages.

#### XII. Reservation of title

1. The seller will reserve their ownership of all goods delivered until the entire amount charged has been paid completely, including those in other contracts entered into with the buyer (conditional goods). This is still the case if the purchase price for individual goods deliveries have been paid for, because the reservation of title acts as a safeguard for the running open payment balance request of the seller. The reservation of title will remain in existence as long as the seller is subject to the endorser's liability entered into in the interests of the buyer.
2. If the seller withdraws from the contract, the buyer is required to return the goods burdened with the reservation of title. In such a case, the seller is entitled to enter the areas in which the conditional goods are being stored and claim them. The cost of claiming the goods will be paid for by the buyer.
3. The processing or alteration of the conditional goods will be considered as having been carried out for the seller as the manufacturer, at his request, without this resulting in liability. The seller will become the owner of any new goods created as a result of processing or alteration. In the case of processing involving other goods which are not the property of the seller, the seller is entitled to the new products in proportion to the value of the conditional goods in comparison with the new products at the time which the production took place. The value of the conditional goods is the purchase price charged by the seller to the buyer. Should the buyer nevertheless acquire (co-)ownership of the new products, they will be considered as having transferred the (co-)ownership of the goods when they enter into this contract, at the time they are acquired and will store the products for the seller.

The buyer will cede their claims towards third parties resulting from the processing of the conditional goods to the seller, matching the seller's invoice value the processed conditional goods, in order to safeguard the respective open total outstanding money for the seller.

If the conditional goods are mixed, blended or connected with other goods which do not belong to the seller, the seller has co-ownership of the mixed or blended stock, the connected goods or possible new items in correspondence with the invoice value of the seller for the conditional goods involved. By entering into this contract, the buyer agrees to transfer their (co-)ownership of the new items in relation to the value of the previously owned goods (invoice amount including VAT) compared to that of the mixed or connected objects at the time of the mixing or connection and will store the items for the seller.

Insofar as the seller acquires co-ownership of mixed, connected or processed goods or new items, these will also be regarded as conditional goods in the sense of these provisions. The buyer will store them free of charge for the seller. They will always keep the goods sufficiently insured at their own cost and will transfer their claims to any insurance services to the seller within the scope of the value of their property or co-owned goods.

4. The buyer is only entitled to sell on the conditional goods as a business transaction in the proper form, but must not pledge them, assign them as securities or make them subject to similar provisions. The following also applies:
  - a) All claims which the buyer has as a result of selling on the conditional goods (including any secondary rights) are to be conveyed to the seller to the extent to which is required to guarantee the seller's respective open total claim. If the conditional goods are sold on with other goods ("en bloc" sale etc.) at a total price, the conveyance will be made in correspondence with the invoice value of the seller for the conditional goods sold with other goods.
  - b) If the conditional goods which have been sold on in accordance with no. 3 are only in the joint ownership of the seller, the executed conveyance will be carried out at least with regards to the part of the claim resulting from the resale, which corresponds to the value of the relevant original conditional goods.

- c) Should the seller receive bills or exchange or cheques from the resale to their customers/buyers, he will transfer to the seller the existing corresponding request for a bill of exchange or cheque for the customer/buyer, at a value equal to the seller's transferred claim in accordance with letters a) and b) resulting from the resale. The ownership of the bill of exchange or cheque certificate will hereby be transferred from the buyer to the seller. The buyer will keep the certificates for the seller. In the case of partial payments, the conveyance will exist until the full payment has been made by the customer/purchasers of the buyer.
5. As long as the buyer correctly fulfils their payment obligations towards the seller, he is entitled, until revoked, to collect the outstanding money transferred to the seller as a guarantee. This collection authorisation is limited insofar as the availability of this outstanding money is only permissible as a delivery versus payment against the payment of the revenue to the buyer, and only when this revenue is due. The revenue to be paid must at a minimum correspond with the amount appertaining to the individual claims transferred to the seller as guarantees, whereby in the case of a premature or late settlement of the seller's claims, the interest rate adjustment is to be taken into consideration.

The buyer will only revoke the collection authorisation if there are significant doubts about the buyer's ability to pay or if their payments are late. If the buyer stops payments, the collection authorisation expires without requiring a revocation. In the case of a revocation or expiry of the collection authorisation, the buyer is required to inform the seller of all information needed to assert their rights, pass on documents and transfer all associated customer bills of exchange and cheques to the seller, straight after the transfer of the outstanding money by the third-party buyers in order to be paid to the seller. The seller can notify the debtors of the transfer.

6. The buyer is required to immediately notify the seller, by email, of any access by third parties to the conditional goods which has occurred or is threatened, or of any partially or fully assigned outstanding funds and to immediately act against any measures taken by third parties e.g. a forced sale of the conditional goods.

The buyer is also required to immediately pass on to the seller all required information and documents for the seller to be able to exercise their rights arising from co-ownership in accordance with clauses 3. and 4. towards third parties, in particular in the case of enforcement of the buyer.

7. The seller's retention of title will expire automatically when the total amount of all open outstanding funds owed by the buyer have been paid, transferring the ownership of the conditional goods to the buyer with no further action required. Upon request by the buyer, the seller will provide them with the assurances they are owed, which the seller is free to select, as long as their value exceeds the total outstanding funds to be secured by 10%.
8. If the buyer becomes bankrupt or files for bankruptcy proceedings with regards to its assets, the buyer is no longer authorised to sell, treat or process, connect or mix the conditional goods with other goods/items and is required to immediately store and label the conditional goods separately. The buyer is also required to credit a separate account with funds resulting from the outstanding money transferred by the seller or to keep them separately.
9. The seller is entitled to offset their outstanding money for the buyer against all outstanding funds which the buyer owes the seller or companies associated with the seller. This also applies if the reciprocal amounts due are not equal or if one party pays in cash while the other party has arranged acceptances or customer bills of exchange.

#### **XIII. Creation of a Circle**

1. If the seller has purchased the same amount of the same goods or part thereof from the buyer or a subsequent buyer under the same conditions as they (the seller) sold the goods, irrespective of whether this was at the same price or not, a "circle" has been formed in relation to the amount purchased in this way
2. The calculations for the accounted amount will then be compared between the buyers and sellers in the circle, whereby each buyer pays their seller the amount which exceed the lowest amount in the circle. The adjustment will take place on the 15th day after the circle is formed (or on the next working day if the 15th is not a working day), but not before the first day or the last working day of the delivery period. Should the existence of a circle only occur as a result of the tender of the goods, the day on which the goods are to be made available is to be regarded as the settlement date.
3. If, however, the existence of a circle only becomes evident after the issue of the delivery instructions or after their submission, the payments will be made as if there had been no circle.
4. If one of the parties in a circle adjusts their payments, or has requested an extrajudicial moratorium or insolvency or judicial insolvency or bankruptcy proceedings relating to their assets or if this has been requested in relation to their assets, the market value on the 1st working day after the day on which the aforementioned event has become generally known will replace with lowest invoice amount (in accordance with b). The payment will then be made on this basis, unless the seller and buyer of the affected party wish to pay on the basis of the lowest invoice amount in the circle.

#### **XIV. Place of fulfilment, application of law, legal venue**

1. The place of fulfilment for the delivery is the loading or dispatch site. The place of payment is the registered office of the seller.

2. Unless otherwise stated in these general sales and delivery conditions or in the contract, the legal provisions of the Federal Republic of Germany shall apply, in particular the Civil Code (BGB) and the Commercial code (HGB). The application of the UN Convention on the Consignment of Receivables in International Trade of 11/04/1980 does not apply.
3. Legal venue is the registered office of the seller, unless another legal venue is required as a result of compulsory legal provisions.

#### **XV. Official instructions**

Should new obligations of any kind apply to the seller following the conclusion of the individual contracts as a result of mandatory regulations or other ordinances issued by an authority or a regulatory office, which affect the sale or delivery of the goods sold in accordance with the contract, the alterations or supplements to this general sales and delivery conditions resulting from such ordinances will be regarded as having been agreed between the parties.

#### **XVI. Address of Mannheim site**

Bunge Deutschland GmbH  
Bonadiesstraße 3/5 – 68169 Mannheim – Industriehafen  
Telephone: (0621) 3704-0 – Fax: (0621) 3704 109