



General Terms and Conditions of Purchase

1. General information

These Terms and Conditions of Purchase apply for all purchase agreements concerning feed concluded by us, to the exclusion of all others. The Seller recognises them as binding for the current and all future purchase agreements. We do not recognise contradictory, deviating or supplementary Seller conditions.

2. Relationship to standard form contracts

These Terms and Conditions of Purchase take precedence over any agreed standard form contract.

3. Delivery/acceptance/rights in case of non-performance

(1) The agreed delivery/acceptance period applies. If the Seller is not able to fulfil its contractual obligations or is not able to fulfil these on time, following the unsuccessful expiration of an appropriate grace period set for the Seller, usually five business days unless this is not applicable in accordance with the legal provisions, the Buyer is entitled to withdraw from the contract and/or claim damages in lieu of performance.

(2) If the Buyer claims damages in lieu of performance, the Buyer is entitled, but not obliged, to calculate its non-performance damages by determining the price difference and demand payment of the price difference and costs of determining the price from the Seller. Annex I B of the Standard Conditions in German Grain Trade (EB) applies accordingly for the procedures for determining the price. An authorised broker on a German grain or product exchange must be appointed to determine the price. The reference date for determining the price is the business day following the expiration of the grace period. If no grace period needs to be set, for instance in cases of fixed date transactions or if the Seller expressly refuses performance, the reference date for determining the price is the business day following the critical event relating to the occurrence of the non-performance, such as the declaration of non-performance.

(3) Instead of claiming damages in lieu of performance, the Buyer may appoint an authorised broker on a German grain or product exchange to execute a covering purchase on behalf of the Seller. The covering purchase must be executed within three business days of the expiration of the grace period or establishment of the non-performance. The provisions in Annex I A of the EB apply accordingly.

(4) The Seller is also entitled to make use of the rights in case of non-performance as defined in paragraphs (1) to (3). If the Seller claims damages in lieu of performance, the Seller is entitled, but not obliged, to calculate its non-performance damages by determining the price difference as per paragraph (2). Instead of claiming damages in lieu of performance, the Seller may also appoint an authorised broker on a German grain or product exchange to execute a self-help sale. The provisions in Annex I A of the EB once again apply accordingly.

(5) If delivery is impaired for events for which the Seller is not responsible, such as export or import bans or comparable official measures, embargoes, epidemics or armed conflicts (force majeure), the Seller is entitled to extend the delivery period by the duration of the impairment. The Seller must notify the Buyer of the reasons for the impairment of delivery in writing immediately after it becomes aware of the situation and immediately verify this at the request of the Buyer. If the contractual delivery period needs to be extended by more than 30 calendar days, each contractual party is entitled to withdraw from the contract without mutual remuneration within the first three business days



of the expiration of the 30-day period. If neither contracting party submits such a declaration, the delivery period shall extend by a further 30 calendar days. After the expiration of this period, the contract is considered terminated without mutual remuneration.

(6) Cases not considered to be force majeure for the purposes of paragraph (5) are: Officially ordered measures or restrictions of use of feed due to a lack of or restricted marketability of the goods as well as disruptions to production, machinery failures, breakdowns and other faults that occur within the Seller's organisational and commercial area of responsibility.

4. Condition/quality/sampling

(1) The delivered goods must, subject to further-reaching agreements, be of merchantable and sound quality, and comply with all statutory requirements, particularly those relating to feed law. Official findings of a lack of merchantability of the goods are binding for the contracting parties.

(2) The Buyer is responsible for sampling. This takes place at the place of fulfilment of the delivery or acceptance obligation and is executed in line with Section 34 of the provisions in the Standard Conditions in German Grain Trade (EB) as well as the sampling provisions stipulated in Annex II. The Seller recognises sampling that occurs in accordance with these provisions as valid.

(3) Additional samples must be taken with regard to traceability. Annex II of the EB applies for sampling. These samples may be used to detect undesirable/prohibited substances as well as contaminants and the resulting claims as per Section 32 of the Standard Conditions. For shipping/delivery by carriage or road vehicle, these samples must be taken in line with clauses I to IV of Annex II of the Standard Conditions in German Grain Trade. At least one sample of around 500 g must be stored in a moisture-proof and largely air-tight sealable container (e.g. Deba Safe bag) as a reserve sample, which ensures the identity of the sample and its unchanged composition.

5. Undesirable substances/contents/complaints

(1) The Buyer shall commission the first analysis to be carried out by an accredited analysis institute within 5 business days of the sampling. The Buyer shall notify the Seller of a complaint relating to the goods by telex without delay upon receipt of the report on the first analysis.

(2) Each party has the right to demand a re-analysis by a different accredited analysis institute within 5 business days of receipt of the first analysis report. In addition, each party has the right to demand a third analysis within 5 business days of the presence of the second analysis report, which must be carried out by a third accredited analysis institute. The average of the most similar analyses is binding for the parties, subject to Section 4(1) sentence 2.

(3) If the result of the analysis/analyses in line with paragraphs (1) and (2) or the result of an officially ordered analyses shows the goods to be defective, the Seller shall bear the costs of all analyses. If the goods are free of defects, the Buyer bears the analysis costs.

6. Warranty for defects

(1) If the delivered goods differ from the agreed condition and quality, but the reduction in value does not exceed 5% of the contract price, the Buyer is entitled to demand compensation for the reduced value from the Seller. A neutral commercial broker, mutually appointed by the parties, determines the reduced value of the goods. If the parties are not able to agree on a neutral commercial broker within two business days, at the request of the Buyer, the German grain or product exchange situated closest to the storage location of the goods can determine the reduced value. The Seller bears the costs of determining the reduced value.

(2) If the determined reduced value exceeds 5% of the contract price, the Buyer is entitled, instead of the



remuneration of the reduced value, to demand the return of the delivered goods with the reimbursement of the purchase price paid together with the costs and interest associated with the goods.

(3) Besides the right to return the goods, a replacement delivery of compliant goods can be demanded as a one-time measure. For its part, the Seller has the right to a replacement delivery for the goods to be returned as a one-time measure, unless the acceptance of a replacement delivery is unreasonable for the Buyer in the specific circumstances. If the Buyer or Seller makes use of the right of replacement delivery, the Buyer must make the goods subject to complaint available for collection by the Seller. Unless otherwise agreed, the Seller must effect the replacement delivery within 5 business day from the date on which the Buyer notified the Seller of the availability of the goods to be returned.

(4) If the replacement delivery is not effected on time as defined in paragraph (3), the Buyer is entitled to withdraw from the contract or demand damages in lieu of performance as per Section 3(2). The reference date is the last business day of the 5-day period.

(5) The statutory regulations apply for Buyer claims relating to undesirable/prohibited substances and contamination. If the Seller is obliged to pay damages under the statutory regulations, the Seller must in particular also reimburse the Buyer for damages that it incurs as a consequence of a legally prescribed or officially ordered recall of the defective goods or a product (feed) produced using the goods.

(6) The Buyer's rights due to defects lapse in two years. The limitation period commences on delivery of the goods.

7. Payment processing

The purchase price shall be paid upon receipt of an invoice and submission of the corresponding delivery note. The Buyer is entitled to rights of offset or retention within the scope prescribed by law.

8. Applicable law/jurisdiction

The concluded contract is subject to German law and EU law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. All disputes arising from the completed transaction as well as from other agreements reached in this regard shall be ruled on by an arbitral tribunal established by a German grain exchange or the ordinary court at the Buyer's registered office at the discretion of the Buyer. If the Buyer seeks a ruling from the arbitral tribunal, the rules of arbitration of the arbitral tribunal apply for the constitution of the arbitral tribunal and the procedure. In the event that the Seller intends to assert claims against the Buyer, the Buyer shall,

at the request of the Seller, exercise its right to choose between the ordinary court and arbitral tribunal prior to proceedings, within an adequate period set by the Seller, which

must amount to at least three business days. If the Buyer does not make a declaration within the set period, the right to choose as defined in sentence 2 shall transfer to the Seller. The Seller must make its choice without delay and notify the Buyer in writing.

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