

1 Scope of Validity

1.1 Our General Purchasing Conditions apply exclusively; we shall not recognise terms and conditions of the Buyer that oppose or deviate from our General Purchasing Conditions, unless we have explicitly confirmed their applicability in writing. Our General Purchasing Conditions also apply in the event that we accept the Buyer's delivery without reservation in knowledge of the Buyer's terms and conditions that oppose or deviate from our General Purchasing Conditions.

1.2 Our General Purchasing Conditions are also applicable to any future business with the Buyer. All contracts shall be created no later than when the goods are delivered.

1.3 Our General Purchasing Conditions do not apply to consumers in accordance with § 13 BGB (German Civil Code). An exception to this is the case stipulated in point 3.4.

2 Conclusion of Contract

2.1 If the order is defined as an offer in accordance with § 145 BGB, we are able to accept the order within two weeks.

2.2 Our employees are not authorised to conclude verbal agreements which deviate from written contracts, or to conclude further binding agreements.

2.3 We shall retain ownership and copyright of all calculations and messages about the assembly of items delivered by us and any other documents; it is forbidden to make any of this available to third parties.

3 Prices and payment

3.1 Insofar as nothing else has been agreed, we do not charge for delivery.

3.2 Statutory VAT is not included in our prices; this is shown separately in the invoice in the statutory amount. In addition, further potential compulsory charges may be included in the statutory amount.

3.3 Insofar as the order confirmation does not specify otherwise, the purchasing price at the delivery of our product shall be due for payment without any deduction.

3.4 Insofar as the Buyer grants us a SEPA Direct Debit Mandate, the limitation period for access to the necessary advance information (prenotification) shall amount to one (1) day before the outstanding amount is due.

3.5 The Buyer is only permitted to offset claims against other payments and hold rights to retention if its counter-claims are upheld by a court of law, undisputed or acknowledged by us. This restriction does not apply to claims of the Buyer due to defects that stem from the same contractual relationship as our demand.

3.6 Invoices/bank statements are recognised insofar as no objections in writing are made to us within a month from the invoice date. We consider the deadline to be met on the date of receipt. This regulation shall be expressly referred to in invoices/bank statements.

3.7 If the fulfilment of our demands fails due to legitimate doubts over the Buyer's ability to pay, in particular due to outstanding payments or in the case of agitation of debts due to us from the Buyer via third parties, we reserve the right to be able to revoke periods granted for payment and to demand the immediate payment of the debts. Moreover, we may require advance payment or security deposits for deliveries. Agreed current account relationships may be terminated without notice.

4 Delivery

4.1 Our liability shall be limited to the compensation of damages due to delay (compensation in addition to performance) in the event of delay due to simple negligence, amounting to a total to 5% of the value of the part of the delivery which cannot be used punctually or in accordance with the Contract. This shall not apply in the cases stipulated under Fig. 7.3.

4.2 We reserve the right to deviations in the ordered quantities in the sense of standard allowances (±5 %). The decisive factor for us is the weight which we estimate. We shall deliver items in a standard, good and unspoil quality. We are entitled to change the composition of our items without giving the Buyer notice, insofar as the change is reasonable for the Buyer when taking the interests of both sides into account. This particularly requires the factors of our items which determine value to remain unaltered. We shall give consultation on the delivery of our products to the best of our knowledge based on our expertise and experience. All specifications and information relating to each individual delivery are not binding and do not exempt the Buyer from immediately carrying out its own checks, assessments and investigations. The Buyer shall take responsibility for complying with the legal and official requirements when using our products.

4.3 In order to keep delivery and completion appointments, the Buyer must fulfil its obligations in a timely and proper manner. The delivery period shall not begin before the documents, approvals, permits have been procured by the Buyer, and not before deposit and advance payments have been processed.

4.4 War, strikes, legal lockouts, shortages of raw materials and energy resources, disruption of operations, traffic delays, orders from higher authorities, legislative or administrative measures and all cases of force majeure – even amongst our deliverers – which prevent the fulfilment of our delivery obligations exempt us for the duration of the disruption and within the sphere of its influence from our delivery obligations and shall extend the delivery date accordingly. If such events last for more than two months, they thus entitle each of the parties to withdraw from the Contract without the Buyer having the right to claim compensation.

4.5 If our order cannot be carried out because we are not supplied by our deliverers through no fault of our own, although we have concluded a covering contract with the deliverer on the products to be delivered before the conclusion of this Contract with the Buyer, we are entitled to withdraw from the Contract. In this case we shall immediately inform the Buyer that the ordered product is not available and that any services already performed shall be immediately refunded.

5 Obligations to cooperate

If we provide transportation, the Buyer must provide a suitable and secure entrance and enough space for unloading at the agreed delivery point. The Buyer must guarantee in particular that the access route is able to withstand the weight of the laden transport vehicle of approx. 40 tonnes. If there is reason to doubt this, the Buyer must draw our attention to the situation in good time and name an alternative way to travel or an alternative delivery point. If the Client does not properly meet its obligations to cooperate, the Client shall be liable towards us for all damages resulting from this, unless the Client is not responsible for the breach of contract.

6 Warranty

6.1 The warranty rights of the Buyer require that it properly examines the delivered product for defects in accordance with the statutory provision in § 377 HGB (German Commercial Code) and immediately reports any defects. The defects report must be in writing. The delivery item must be accepted by the Buyer irrespective of its further rights, even if it has reported significant defects.

6.2 Insofar as the purchased item or service performed has a defect, we are entitled and undertake to redeliver or improve the item or service at our discretion. In addition, the legal warranty rights shall apply provided that compensation for damages and expenses only exist under the provisions in Fig. 7.

6.3 We shall not be held liable if the delivery is intended for a purpose envisaged by the Buyer if this is neither agreed in the Contract, nor corresponds with normal use or that required by the Contract. Unless otherwise expressly agreed upon, the suitability of the items for manufacturing non-GMO products in accordance with Regulations (EC) No. 1829/2003 and 1830/2003 shall not be warranted.

6.4 In the event of a defect complaint relating to grain and feed, upon consultation the Buyer must immediately remove 5 kg as a sample or have this removed by a sampler authorised by us and make this available to us so that we can test it. If the Buyer removes the sample itself, insofar as the Buyer is a company, then this should be carried out in accordance with the Sample Removal Conditions printed in Annexes II and III of the Standard Conditions of the German Grain Trade, which have been made available to the Buyer. We are entitled to be present or be represented at the removal of the sample. The samples must be investigated according to DIN EN ISO 17025/2000 or comparable standards of an accredited/certified analysis institute. We shall not recognise any other investigation results regarding unwanted substances/contaminants. Both parties have the right to have a second analysis carried out immediately after receiving the certificate from the first analysis, as long as they notify the other party. If the analyses differ from each other, each party is entitled immediately after the results of the second analysis have been made available to request a third analysis. In this case the decision is made by the two analyses whose results are the most similar.

When products delivered by us undergo official checks, we shall always have the opportunity to carry out a counter-check, namely by immediate notification and provision of original counter-samples.

6.5 Insofar as we are not the producer of the delivery item, but obtain the item from a previous deliverer, we are entitled to transfer our own warranty rights to the Buyer with regard to this previous deliverer. The Buyer hereby accepts this transferral. The Buyer undertakes to assert and enforce the assigned claims against the previous deliverer, initially extra-judicially and in writing. Up until this point the Buyer, within the extent of the transferred warranty rights, is prevented from asserting its own claims against us. Our subordinate liability only exists if the Buyer remains unsuccessful in extra-judicially enforcing its warranty claims against the previous deliverer. During the period in which these warranty claims are being enforced against the previous deliverer, the course of the limitation period concerning us is stopped. The limitation to subsidiary liability shall not apply for compensation claims for damages by the Buyer due to a wilful or grossly negligent breach of contract or because of damage to life, limb or health.

6.6 Claims for defects owing to a defect shall expire one year after delivering the product. In the case of wilful intent or gross negligence or in the case of culpable injury to life, limb or health, the legal warranty period shall hence apply.

7 Liability

7.1 Compensation claims for damages are not included, insofar as they are not based on gross negligence/wilful intent by us, our legal representatives or our vicarious agents, or on the breach of fundamental contractual duties. Essential contractual obligations refer to obligations that must be met in order to ensure the proper performance of this Contract and that the contracting parties rely on or trust in to be met.

Our liability shall be limited to foreseeable damages typical for the Contract insofar as we cannot be held accountable for any wilful intent. This liability limitation shall also apply if as the Buyer demands the reimbursement of unnecessary expenditure instead of a claim for damages.

7.2 Liability for infringements of the labelling requirement in accordance with Directives (EC) No. 1829/2003 and 1830/2003 shall be excluded, unless we, our legal representatives or vicarious agents were to be held accountable for wilful intent or gross negligence.

7.3 The aforementioned limitations on liability shall not apply for damages arising from injury to life, limb or health. Imperative liability according to the Product Liability Act and a possible liability backed by § 24 LFGB (German Food and Feed Code) shall also remain unaffected.

8 Retention of ownership

8.1 We reserve the right of ownership to the delivered item until all outstanding payments owed to us by the Buyer have been received which have arisen from the current and future business relationship. If the Buyer behaves in a way that contradicts the Contract, in particular if payment is delayed, we are entitled to withdraw from the Contract and to take back the purchased item.

8.2 The Buyer undertakes to treat the delivered item with due care. In particular, the Buyer undertakes to sufficiently insure this item at replacement value against damage by fire, water and theft at its own expense, insofar as it is not intended for immediate use.

8.3 In the event of seizure or other intervention by a third party, the Buyer must immediately notify us thereof in writing. If the third party is not in a position to reimburse us for the court and extra-judicial costs incurred, the Buyer shall then be liable for the incurred loss due to us.

8.4 The Buyer shall be entitled to continue to sell the product in the course of ordinary business. However, the Buyer hereby relinquishes to us all claims to the final invoice amount inclusive of VAT which accrue to it from the resale against its buyer or a third party, regardless of whether the product was sold on with or without being processed. The Buyer shall retain its authority to collect the claims even after the assignment. Our right to collect the claim ourselves shall remain unaffected thereby. We shall however refrain from collecting the claim if the Buyer is in compliance with its payment obligations, is not in default of payment and, above all, has not filed for bankruptcy or insolvency proceedings, or has been ordered to suspend payment. However, if this is the case, we may request that the Buyer discloses the claim assigned and the debtor in question, making any indications required for collection, surrender the relevant documents, and notify the debtor (third parties) of such assignment of claims.

8.5 The Buyer may only process the delivered product on our behalf. If the delivered product is processed or mixed with other objects not belonging to us, we shall acquire joint ownership of the new objects in the ratio of the value of the delivered product to the value of the other objects at the time of processing or mixing. Objects arising as a result of processing or mixing are also subject to the same conditions as goods delivered subject to reservation.

8.6 If the delivered product, regardless of whether it is processed, mixed or is in the condition as when we delivered it, is fed to animals, we shall acquire joint ownership of the animals in the ratio of the value of the delivered product to the purchasing price of the animal concerned at the time when it was fed. If the mixing, processing or feeding is done in such a way that the Buyer's item is considered as the main item, it is understood that the Buyer shall assign joint ownership to us in the ratio mentioned in sentence 1. The Buyer shall thus hold joint ownership on our behalf. This shall also apply in this regard expressly to feeding products delivered by us to animals.

8.7 These regulations shall also apply in the event of the slaughter, freezing or other processing of the animal fed with the delivered product. We shall also require joint ownership rights to the products of the animal (e.g. eggs), if the purpose of the animal fed with our product is to produce products and feeding is not simply meant for keeping the animal (e.g. laying hens). The Buyer shall be considered the custodian in all cases.

8.8 We undertake to release the securities that we hold upon the customer's request insofar as the realisable value of our securities exceeds the claims to be secured together with interest by more than 20%. It shall be incumbent upon us to choose which securities we release. The reference value is the market price, yet insofar as one cannot be ascertained it is the purchasing price.

9 Use as seed

Grain which was not expressly sold as seed is forbidden from being used as seed in Germany. This must be told to the recipient when selling and reselling.

10 Final provisions

10.1 Any disputes arising from and in connection with the Contract concluded between us and the Buyer shall be settled at our discretion by the arbitration tribunal of the Verein der Getreidehändler der Hamburger Börse e.V., Hamburg, or the ordinary court at our registered office. If the Buyer does not have a registered office in Germany, then the ordinary court at our registered office shall be chosen only insofar as the Buyer is a salesman, a legal person of public law or other legal entity. If we desire a decision from the arbitration tribunal, then the formation of the arbitration court and the trial depend on the arbitration code. In the event that the Buyer intends to make a claim against us, we undertake on the Buyer's request to exert our right to choose between the ordinary court and the arbitration tribunal before the trial within a reasonable period of time set by us, which must at least amount to three working days. If we do not make a decision within the period of time that we have set, then the right to choose is transferred to the Buyer. The Buyer must make a decision immediately and send this to us in writing.

10.2 Insofar as there is no other agreement settled in writing, the place of performance shall be our registered office.

10.3 Only German law excluding the UN Sales Convention shall apply to the entire legal relations between us and the Buyer.

10.4 We are entitled to digitally save the data concerning the Buyer as part of the business relationship and to edit and use this data in accordance with legal conditions for our operational purposes.