

General Terms and Conditions of Purchase (07/2025)

Section I: General

1. Scope

- (1) These terms and conditions of purchase shall exclusively apply for all purchase contracts concluded by us for the purchase of goods. The Seller acknowledges these terms as binding for existing and all future purchase agreements. We do not recognise conflicting, deviating or supplementary conditions of the Seller.
- (2) These terms and conditions of purchase shall prevail over any form contract that has been agreed.

2. Pricing and Payment Processing

- (1) The price specified in the order is binding. Unless otherwise agreed in individual cases, the price includes all services and ancillary services of the Seller (e.g. assembly, installation) as well as all ancillary costs.
- (2) Payment of the purchase price shall be made against invoice and presentation of the corresponding proof of delivery. The Buyer is entitled to set-off or retention rights to the extent permitted by law.

3. Delivery and Transfer of Risk

- (1) If the place of destination is not specified and nothing else has been agreed, the delivery must be made to the registered office of the company that placed the order. Subject to agreements to the contrary, in this case the respective destination is also the place of performance for the delivery and any subsequent performance (delivery debt).
- (2) The risk of accidental loss and accidental deterioration of the item shall pass to us upon handing over at the place of performance, unless otherwise stipulated in these terms and conditions of purchase. This shall not be deemed to be the case if we are in default of acceptance.
- (3) The agreed time for the delivery or provision of the goods is binding. If the Seller does not comply with their contractual obligations or does not comply with them in due time, the Buyer is entitled to claim compensation for damages suffered as a result of the delay (compensation in addition to the performance). After the fruitless expiry of a reasonable grace period set to the Seller – insofar as this is not dispensable according to the statutory regulations – the Buyer is entitled to withdraw from the contract and/or claim damages instead of performance. In the case of delivering feed or raw feed materials, the grace period is usually 5 business days.

4. Applicable Law; Jurisdiction and Arbitration Agreement

- (1) The contract concluded is subject to German and EU law, excluding the UN Sales Law.
 - (2) In the case of purchasing feed or raw feed materials, all disputes arising from the concluded transaction and from further agreements concluded in connection therewith shall be decided at the discretion of the Buyer by an arbitration court set up at a German commodity exchange or by the ordinary court at the Buyer's registered office. If the Buyer requests a decision by the arbitral tribunal, the composition of the arbitral tribunal and the proceedings shall be governed by the rules of the arbitral tribunal. In the event that the Seller intends to file legal action against the Buyer, the Buyer undertakes, at the Seller's request, to exercise their right of choice between the ordinary court and the arbitration court in the preliminary proceedings within a reasonable period of time set to them, which must be at least three business days. If the Buyer does not specify a preference within the set time limit, the right of choice in accordance with sentence 2 shall pass to the Seller. The latter must make their choice immediately and inform the Buyer in writing.
- In the event of disputes arising from and in connection with contracts concerning goods other than feed or raw feed materials, the ordinary court at the Buyer's registered office shall have jurisdiction. In this case, this jurisdiction agreement applies exclusively to the Seller. The Buyer is entitled to sue the Seller at the Seller's general place of jurisdiction.

Section II: Special Conditions for Feed and Raw Feed Materials

In addition to the general provisions of Section I, the following conditions shall apply to the provision of feed and raw feed materials:

1. Default Remedies

- (1) If the Buyer claims damages instead of performance, they are entitled, but not obliged, to calculate their non-performance damage by way of price difference determination and to demand the price difference and the costs of price reporting from the Seller. Annex I B of the Standard Conditions of the German Grain Trade (EB) shall apply accordingly for the implementation of price determination. A broker licensed on a German grain or product exchange must be commissioned to determine the price. The reference date for price determination is the business day following the expiry of the grace period. If no grace period is required, as in cases of fixed-term transactions or in the case of an explicit refusal by the Seller, the reference date for price determination is the business day following the occurrence of the event relevant to the non-performance, such as the declaration of non-performance.
- (2) Instead of claiming damages instead of performance, the Buyer can arrange a covering purchase made by a broker licensed on a German grain or product exchange for the Seller's account. The covering purchase must be carried out within three business days after the expiry of the grace period or if non-fulfilment has been determined. For this purpose, the provisions in Annex I A of the EB shall apply mutatis mutandis.
- (3) The Seller shall also be entitled to the rights in the event of non-performance in accordance with paragraphs (1) to (2). If the Seller claims compensation instead of performance, they are entitled, but not obliged, to calculate their non-performance damage by way of determining the price difference in accordance with paragraph (1). Instead of claiming damages instead of performance, the Buyer can arrange a covering purchase made by a broker licensed on a German grain or product exchange for the Seller's account. For this purpose, Annex I A of the EB applies accordingly.
- (4) In the event of an impediment to delivery due to events for which the Seller is not responsible, such as export or import bans or comparable official measures, blockades, epidemics or armed conflicts (force majeure), the Seller is entitled to extend the delivery period by the duration of the impediment. The Seller shall notify the Buyer in writing of the reasons for the impediment to delivery immediately after becoming aware of the impediment and shall prove this immediately upon the Buyer's request. Should the contractual delivery period have to be extended by more than 30 calendar days, either Contracting Party is entitled to withdraw from the contract without mutual compensation within the first three business days after the expiry of the 30-day period. If no Contracting Party makes such a declaration, the delivery period shall be extended by a further 30 calendar days. Once this period has expired, the contract shall be deemed to have been terminated without reciprocal compensation.
- (5) Cases not considered as force majeure within the meaning of paragraph (4) include: Regulatory measures or restrictions on the use of feed due to a lack or restricted marketability of the goods as well as production disruptions, machine breakdowns, accidents and other disruptions that occur within the organisational and business area of responsibility of the Seller.
- (6) If the Buyer is prevented from fulfilling their contractual obligations, in particular from accepting the goods, due to a case of force majeure within the meaning of paragraph (4), the Buyer is entitled to postpone the delivery time by the duration of the hindrance. The provisions in paragraph (4) pp. 3–5 shall apply mutatis mutandis in this case.
- (7) Paragraph (6) shall apply mutatis mutandis if the Buyer is temporarily prevented from operating their factory and processing the goods due to official orders for reasons beyond the Buyer's control.
- (8) If the operation of the Seller or their suppliers is governed by official orders based on the "Ordinance on protection against swine fever and African swine fever" or other provisions on protection against animal diseases, the Seller shall be obliged to inform the Buyer thereof in writing without delay upon becoming aware of it. The Seller must take all necessary measures before delivery to ensure that both contamination of the goods and the risk of another transmission of an animal disease to the Buyer's business (e.g. by transport vehicles) is excluded. The Seller undertakes to the Buyer to strictly comply with all obligations to protect against animal diseases arising from applicable legal provisions, regulations or official orders.

2. Characteristics/Quality/Sampling

- (1) Subject to further agreements, the delivered goods must be commercially available and healthy and comply with all legal requirements, in particular feed law. Official findings concerning the lack of marketability of the goods are binding for the contracting parties.
- (2) Sampling is the responsibility of the Buyer. It shall be carried out at the place of performance of the delivery or acceptance obligation and shall be carried out in accordance with Section 31 of the provisions in the Standard Conditions of the German Grain Trade and the sampling provisions printed in Annex II. The Seller acknowledges that sampling in accordance with these provisions is correct.
- (3) For traceability, additional samples shall be taken. Annex II of the EB shall apply to sampling. These samples can be used to identify undesirable/prohibited substances as well as contaminants and resulting claims within the meaning of Section 32a of the Standard Conditions. In the case of loading/delivery by wagon or road vehicle, these samples shall be taken in accordance with points I to IV of Annex II to the Standard Conditions of the German Grain Trade. As a return sample, at least one sample of about 500 g should then be stored in a moisture-impermeable and largely airtight container (e.g. DEBAsAFE bag), in order to ensure the identification of the sample and its unchanged composition.

3. Unwanted Substances/Contents/Complaints

- (1) The 1st analysis is commissioned by the Buyer within 5 business days of sampling at an accredited analytical institute. The Buyer shall present any complaints of the goods to the Seller immediately after receipt of the certificate of the 1st analysis by telefax.
- (2) Each Party has the right, within 5 business days of receipt of the 1st certificate of analysis, to require a follow-up analysis to be carried out by another accredited analytical institute. Each Party shall also have the right, within 5 business days of the date of the 2nd analysis certificate, to request a 3rd analysis to be carried out at a third accredited analytical institute. Subject to Section 4 paragraph (1) sentence 2, the average of these analyses that are the most similar shall be binding for the parties.
- (3) If the goods prove to be defective after the result of the analysis or analyses in accordance with paragraphs (1) and (2), or after the result of analyses initiated by the authorities, the Seller shall bear the costs of all analyses. If the goods prove to be free of defects, the Buyer shall bear the costs of the analyses.

4. Crop certificate

The delivery of harvested material requires that it has been produced in compliance with the Plant Variety Protection Act. The Seller is obliged to provide proof of this by submitting a crop certificate, which is to be requested via the website www.erntegut-bescheinigung.de. The Buyer is entitled to reject the goods if such proof has not been provided. Further claims and rights of the Buyer, in particular claims for damages, remain unaffected.

5. Warranty for defects

- (1) If the delivered goods are defective, the Buyer is entitled to the warranty rights stipulated in the following paragraphs, whereby paragraphs (1) to (4) regulate the general consequences of content and other quality deviations, while paragraph (5) applies to the special case of the detection of undesirable/prohibited substances in the goods.
- (1) If the delivered goods deviate from the agreed characteristics and quality, but the decrease in value does not exceed 5% of the contract price, the Buyer is entitled to demand remuneration for the depreciation from the Seller. The decrease in value of the goods is determined by a neutral trading broker, upon which the Parties shall mutually agree. If the Parties are unable to agree on a neutral broker within two business days, their determination may be made at the request of the Buyer by the German grain or product exchange closest to the storage location of the goods. The costs of the depreciation assessment shall be borne by the Seller.
- (2) If the determined decrease in value exceeds 5% of the contract price, the Buyer is entitled to demand the return of the delivered goods with reimbursement of the paid purchase price and the costs and interest on the goods instead of remuneration for the depreciation.
- (3) In addition to the right to return the goods, a replacement delivery of the contractually agreed goods can be requested once. The Seller shall, for their part, have the right to make a replacement delivery for the goods to be returned once unless the acceptance of a replacement delivery is unreasonable for the Buyer under the special circumstances of the individual case. If the Buyer or Seller makes use of the right to a replacement delivery, the Buyer must make the rejected goods available to the Seller for return. Unless otherwise agreed, the Seller shall effect the replacement delivery within 5 business days of the provision of the goods to be returned as notified by the Buyer.
- (4) If the replacement delivery is not effected in due time in accordance with paragraph (3), the Buyer is entitled to withdraw from the contract or to compensation for damages instead of performance in accordance with Section 1 paragraph (1). The reference date is the last business day of the 5-day period.
- (5) In case of claims of the Buyer due to undesirable/prohibited substances as well as contaminants, the legal regulations apply. If the Seller is obliged to pay damages in accordance with the statutory regulations, they shall in particular also compensate the Buyer for such damages that arise as a result of a recall of the defective goods or of a product (feed) produced by them as a result of a legal requirement or ordered by the authorities.
- (6) The rights of the Buyer regarding defects shall expire after two years. The limitation period begins with the delivery of the goods.
- (7) In the event of title defects of the goods, the Buyer is entitled to the legal claims and rights without restriction.

Section III: Special Terms and Conditions for Purchasing Other Goods

In addition to the general provisions of Section I, the following conditions shall apply to contracts for the purchase of goods other than those referred to in Section II:

1. Quotation preparation

As part of our energy management certification pursuant to DIN EN ISO 50001, we would like to point out that we are interested in energy-efficient products and services. Quotes are also evaluated against the background of energy-related performance.

2. Acceptance

Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In the event of acceptance, the statutory provisions of the law on contracts for work and services shall also apply accordingly.

3. Warranty

- (1) In the event of material or legal defects (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and other breaches of duty by the Seller, we are entitled to the statutory warranty rights without limitation. Our duty to inspect immediately upon receipt of goods is limited to defects that are revealed openly upon external assessment, taking into account the delivery documents (e.g. transport damage, incorrect and short delivery). We are obliged to carry out further investigations as soon as and to the extent that an investigation is feasible in accordance with the normal course of business, taking into account the circumstances of the individual case. Our obligation to notify defects discovered later remains unaffected.
- (2) The limitation period for warranty claims is 36 months from delivery, with the exception of the cases regulated in Sections 438 para. 1 no. 2 and 634 a) para. 1 no. 2 and 3 BGB, for which the statutory warranty period applies.

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