

## **Roland Mills West GmbH**

hereinafter also referred to as "RMW or "Buyer".

### **1. Scope of application**

- 1.1 These Terms and Conditions of Purchase shall apply exclusively to all contracts concluded by RMW. These Terms and Conditions of Purchase shall also apply if the Buyer accepts delivery of the goods without reservation in the knowledge of terms and conditions of the Seller that conflict with or deviate from its Terms and Conditions of Purchase.
- 1.2 If RMW and the Seller agree on the application of the Standard Terms and Conditions for the German Grain Trade (hereinafter also referred to as "EHB"), a grain contract note or another form contract, the Buyer's terms and conditions of purchase shall always take precedence over the terms and conditions contained in the aforementioned rules and regulations. The EHB shall apply to all contractual terms and conditions not mentioned and regulated in these Conditions of Purchase.
- 1.3 Disputes in connection with the EHB shall be decided by the arbitration court of the Association of Grain Traders of the Hamburg Stock Exchange e.V. In all other cases, the place of jurisdiction shall be Bremen.

### **2. Quality and guarantee of product quality**

- 2.1 The supplier is obliged to prove that he is certified (this does not apply to producers). This must be at least a GMP+/GTP or other comparable system. The same applies to trade - and in chain shops.
- 2.2 Subject to far-reaching contractual requirements, the goods must be healthy, cleaned, free of living and dead pests and customary in the trade and comply with all statutory requirements, in particular those relating to food and feed, as amended from time to time. The Seller undertakes to deliver only goods to the Buyer which comply with the statutory limits for residues and contaminants under consideration. The Seller undertakes to comply with the "Measures for the Safe Handling of Grain, Oilseeds and Legumes" (latest version) published by the VGMS, among others. RMW will be pleased to provide the leaflet on request.
- 2.3 The Seller undertakes to notify RMW in writing in good time at the time of delivery of any stock protection treatment of the goods carried out by it or its upstream suppliers, taking into account all active substances legally permitted in Germany, including all necessary information (active substance etc.).
- 2.4 Furthermore, the seller undertakes to provide information on the type of goods of the last three freight shipments of the vehicle without being requested to do so when submitting the transport documents (prior freight shipments). The minimum transport requirements of the GMP+ certification system must be complied with for deliveries. Permitted pre-cargos and the associated cleaning measures, as well as exclusions from certain pre-cargos, must always be followed and proven in writing before the start of unloading. This includes in particular products from GMOs and allergens within the meaning of VO EG 1169/2011 LMIV, which were transported as pre-cargo.

### **3. Payment**

- 3.1 The contractually agreed price is binding.
- 3.2 The buyer shall be entitled to set-off or retention rights to the extent provided by law.
- 3.3 Payment of the purchase price shall be made against proper presentation of the original documents and receipt of the goods.
  - 3.3.1 In the case of block trains and ships, as a rule on the day following unloading/discharge, but no later than 48 hours.
  - 3.3.2 In the case of fulfilment by lorry, the goods shall be paid for by credit note within the framework of the regular payment runs, at the latest, however, after 10 days.

### **4. Warranty for defects**

- 4.1 If the goods are defective, the buyer shall be entitled to the statutory warranty rights without restriction.
- 4.2 The buyer's rights due to defects shall become statute-barred after three years. The limitation period shall commence upon delivery of the contract goods. The statutory limitation provisions in the case of supplier recourse pursuant to §445b BGB shall remain unaffected.

### **5. Product liability**

- 5.1 The Seller shall be obligated to indemnify RMW against claims for damages by third parties for personal injury or property damage if defects in the products delivered by the Seller are within the Seller's or its upstream supplier's sphere of control and organization and the Seller itself is liable for such defects vis-à-vis third parties.
- 5.2 In the framework of his liability, in the sense of paragraph 1, the seller is also obliged to refund any possible expenses which have occurred through or connected with product recalls by the buyer. RMW will inform the seller, as far as possible and reasonably about the content and size of the recall measures and give him the opportunity to state his reactions. Any other legal claims remain unaffected.
- 5.3 The seller shall close a product liability insurance with the appropriate sum of coverage for personal injury or material damage. He must maintain the insurance and show it on request.
- 5.4 §32 para. 3 EHB shall not apply. A hidden defect can be determined even in over 20 days. The defect must be reported to the seller immediately after the buyer has become aware of it.

### **6. Quality determination**

- 6.1 The weighting and sampling during unloading is shall be carried out by the buyer respective on receipt at a different unloading berth by the warehouse keeper.
- 6.2 In the event that the quality ascertained at the place of delivery is below or above the value-reducing level, the buyer has the right to refuse acceptance or to make customary market deductions (see relevant deduction table). The markdown table can be made available upon request.
- 6.3 The buyer is entitled to store the goods before the results of the analysis are available and, if necessary with regard to the storage capacities, to mix them with goods already in storage.
- 6.4 If the goods prove to be defective, the seller is also liable for the goods which have now be contaminated. Apart from this, the rights of the buyer in this case der determined pursuant to clause 4 of the Defect Guarantee.
- 6.5 Valid investigation methods in disputes:
  - 6.5.1. protein content: in dry matter (Nx5,7) (ICC 105/2 Kjeldahl or ICC 167 Dumas)
  - 6.5.2. moisture content: ICC 110/1
  - 6.5.3. falling number: ICC 107/1
  - 6.5.4. wet gluten: ICC 155
  - 6.5.5. germination >85%.
  - 6.5.6. HL weight: ISO 7971-2
  - 6.5.7. determination of impurities: ICC 102/1 wheat, spelt, durum; ICC 103/1 rye
  - 6.5.8. DON / OTA / ZEA: HPLC or gas chromatography
  - 6.5.9. allergenic substances (PCR for mustard, ELISA for soya, lupin)

### **7. Contamination and unwanted/prohibited substances**

- 7.1 It is expressly agreed that any reserve sample is taken by the buyer are not to exceed the officially recognized recommended values and the legally stipulated maximum levels. Otherwise, the rights of the buyer are determined by clause 4 of the Defect Guarantee. Among other things, with regards to GMO the Regulation (EU) 1829/2003 and Regulation (EC) 1830/2003 are to be complied with. General: compliance with Regulation (EC) 178/2002 as well as the LFGB.

Especially for:

Lead: Regulation (EC) 2023/915

Cadmium: VO (EC) 2023/915

Deoxynivalenol: Regulation (EC) 2023/915

Genetically modified organisms (GMOs), see above

Ergot sclerotia and alkaloids: Regulation (EC) 2023/915

Ochratoxin A: Regulation (EC) 2023/915

Mercury: Regulation (EC) 2023/915

Zearalenone: Regulation (EC) 2023/915

Allergenic substances (soya, lupine, mustard): EU (VO) 852/2004, supplement EU(VO) 2021/382

- 7.2 Goods are not permitted from fields fertilized with sewage sludge.
- 7.3 Goods must be free of Pirimiphosmethyl (PME).
- 7.4 Goods are not permitted to exceed the legal maximum residue limits for Chlorpyrifos and Chlorpyrifosmethyl residue.
- 7.5 Limit for ergot sclerotin: max. 0.02% in wheat, durum, spelt and max. 0.05% in rye.
- 7.6 The seller is obligated by EC regulation 1169/2011 annex II to rule out cross contamination in storage and transport, also in the chain.  
Limit values for soybeans and products derived therefrom, mustard and lupine: max.0.1%.

## 8 Delivery

- 8.1 In principle, all dates for deliveries are to be coordinated with the respective dispatchers on site.
- 8.2 The contracts number from RMW is always to be given and is to be found in all contracts. This is especially to be taken into account by chain business. The contract number from RMW must be used as the unloading number throughout the chain.
- 8.3 § 22 of the EHB (ice drift, high water and low water surcharges) are explicitly excluded and any costs will be charged to the seller. Quay dues are also charged to the seller.
- 8.4 The seller commits to immediately informing RMW, in writing, if there are any circumstances whereby it could be expected the agreed deliver times cannot be met.
- 8.5 **Barges:**  
The Regulation of Loading and Discharging Times in Inland Navigation of 25.01.2010, Section 1 Dry Shipping, shall apply as authoritative.  
Reporting times: Mon-Fri: 8.00 a.m. - 4.00 p.m.  
The reporting days shall be agreed with the buyer for each vessel
- 8.6 **Truck:**
- 8.6.1 Registration in Recklinghausen: from Monday to Thursday from 06:00 a.m. to 7:00 p.m. and Friday from 06:00 a.m. to 06:00 p.m. (see 8.1).
- 8.6.2 Registration in Münster: from Monday to Friday predetermined time frame (see 8.1).
- 8.6.3 The supplier commits to using only flawless trucks, suitable for transporting bread grain. Tanker trucks and tank wagons must have an appropriately large discharge hopper so that they can be emptied in approx.. 10 minutes. Deliveries by Kombiliner trucks are not permitted.
- 8.6.4 The truck drivers must register using a computer and require delivery notes containing the following information:

- a) RMW contract number
- b) Name of seller
- c) Type of goods
- d) Loaded weight in kgs
- e) Place of loading
- f) Truck registration number
- g) Loading date
- h) previous freight proof

### **9. Miscellaneous**

- 9.1 Supplement to §25 EHB & §55 EHB: The seller must always declare excess or short quantities in writing before tendering.
- 9.2 Code of Conduct: the Seller accepts the Buyer's Supplier Code of Conduct.
- 9.3 The buyer reserves the right to audit the storage site of the delivered grain after prior, timely notice.