

## Purchasing Conditions of granaagro Deutschland GmbH

### 1. General Conditions:

Unless explicitly stated otherwise in this confirmation letter, the Unified Contract Terms for the German Cereals Trade (EHB) of the registered association "Verein der Getreidehändler der Hamburger Börse e.V." in the version valid at the time of contract conclusion shall apply. The specific provisions of this contract shall have precedence over the EHB.

The parties agree on the arbitration court of the "Association of Grain Traders of the Hamburg Stock Exchange e.V.". The contract is subject to German law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

For this contract, §19 III of the EHB shall be amended as follows: Should the goods available for a replacement purchase not fully meet the quality parameters and/or certification requirements, the buyer can additionally claim the resulting damages.

The contract is generally deemed to be concluded on "buyer's call" basis unless otherwise agreed.

### 2. Obligations of the Supplier before Loading:

Upon contract conclusion or at least 4 weeks before the execution, a quality and residue analysis report of the traded lot or a representative sample of the lot shall be made available to the buyer. If the contract is canceled due to quality and/or residue deficiencies, the external analysis costs will be for seller's account. The goods must be inspected for all obvious defects by the supplier before loading and, if necessary, cleaned to meet the contractual parameters. For costs arising from poor quality during loading and unloading, the buyer reserves the right to hold the supplier accountable.

### 3. Obligations of the Supplier during Loading:

#### 3.1. Identification of the vehicle

For FCA contracts: Only vehicles that have been clearly identified by means of the GSIN provided by granaagro prior may be loaded. If a vehicle is loaded without proper assignment, granaagro Deutschland GmbH assumes no liability for any consequential costs. If the buyer does not assign a controller/representative for the loading, the loader is responsible for the obvious cleanliness and suitability of the vehicle.

#### 3.2. Retention Samples

Retention samples must be taken and stored according to the provisions of Annex II and Annex III of the Unified Contract Terms for the German Cereals Trade (EHB). Three retention samples must be taken per vehicle. Retention samples must be taken directly during the loading of the vehicle and in the presence of the driver. The name of the driver must be legibly noted along with his signature on the sample bag.

- The first retention sample remains with the supplier;
- The second sample is given to the driver for forwarding to the recipient of the goods;
- The third sample is to be stored by the supplier.

After loading the last vehicle under this contract, the retention samples of all loadings of this contract must be sent to the following address: granaagro Deutschland GmbH - Alte Jakobstraße 85/86 - D-10179 Berlin.

### 3.3. Sealing

Each vehicle loaded with bulk goods must be fully sealed (including the tarpaulin). If the goods are loaded in big bags onto a tarpaulin truck, the tarpaulin must be sealed. The seal numbers must be documented on the delivery note. In the event of non-sealing, the supplier is responsible for resulting costs and possible contamination damages until the goods reach the recipient. If seals as well as sample bags are required, shipping can be organized by the buyer upon request.

### 3.4. Weight

Each vehicle must be weighed before and after loading using a calibrated scale. For deliveries to Switzerland or a third country, weight determination must mandatorily occur at the loading location using a calibrated scale. If weighing with a calibrated scale is not possible, the buyer must be contacted immediately to coordinate further action before the vehicle departs. For customs clearance, the supplier is obligated to transmit the weight immediately after loading. The weight information must be provided along with the license plate number and the loading order number (GSIN).

### 4. After Receipt of the Goods by the Recipient at the Unloading Point

The determination of weight and quality is final at the point of unloading. Admixture above the agreed percentage will be deducted from the delivery weight. For FCA purchases, if the admixture is significantly increased, the buyer reserves the right to charge the supplier freight costs proportionally.

### 5. Complaints

For the processing of complaints arising from quality defects of the goods, a handling fee of €200 per vehicle will be charged.

### 6. Payment

The payment term only applies if the buyer has received the fully completed and signed delivery note. Payment of the invoice for the last loading of the contract will only occur after the receipt of the retention samples from all loaded lots of this contract. The purchase price refers to fully loaded vehicles. For residual quantities, a discount for shortfall quantities will be charged.

### 7. Bio Suisse

If the goods are purchased with the Bio Suisse label, the supplier must ensure complete traceability to the original producer, including all intermediate steps such as warehouses, etc.

We kindly ask you to confirm receipt of this confirmation letter by returning a duly signed copy. Please note that the contract is valid even without being countersigned and stamped.