

Terms and Conditions of Sale of granaagro Deutschland GmbH

1. Basic 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.

2. Delays in Acceptance and Delivery Conditions

The seller is entitled to charge an increased monthly storage fee of 1.5% of the good's value, but at least €4.50/ton monthly, as well as the costs of any necessary relocation in case of delays in acceptance.

In deviation from §25 para. 1 of the EHB, the quantity margin of 5% regulated therein refers to the total contract quantity, is at seller's call and can be declared with the last delivery per contract.

In terms of §6 of the EHB, the buyer undertakes to take over the goods in approximately equal monthly instalments.

The contract is generally deemed to be concluded on a "delivery" basis unless otherwise agreed.

3. Unloading

For DAP contracts: only vehicles that can be clearly identified by the GSIN notified by us may be unloaded. If vehicles are unloaded without proper assignment, granaagro Deutschland GmbH assumes no liability for any contamination damage and/or costs.

4. Retention Samples

Retention samples to be used as evidence must be taken directly upon unloading 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.

5. Complaints and Settlement Rules

Unloading weights and qualities must be reported to the seller within 48 hours after unloading. Otherwise, the loading weights and qualities are considered final and binding for the invoice.

Obvious defects must be reported before unloading. In case of failure to do so, the delivery is deemed approved and can no longer be contested. §28 Sentence 3 of the EHB applies accordingly.

§32 applies specifically to the analysis of pesticides and residues of plant protection products. If analyses are not carried out according to the customary course of business and/or if the delivered goods are mixed with other goods before the analysis results are received, granaagro Deutschland GmbH assumes no liability for any contamination and consequential damages.

We ask you to confirm receipt of this confirmation letter by returning a duly signed copy. Please note that the contract is valid even without countersigning and returning it. A confirmation and/or a final agreement by the buyer or broker deviating from this confirmation letter does not constitute an objection under §2 of the EHB.