

**Scope of application**

The following General Terms and Conditions of Interbrau G.m.b.H. are an integral part of the concluded contract. General Terms and Conditions of the customer are expressly excluded. The General Terms and Conditions of Interbrau G.m.b.H. agreed here apply in addition to this contract also to the ongoing business relationship between the parties and thus also for subsequent contracts and deliveries. This applies to both written and verbal orders by the purchaser. These General Terms and Conditions only apply insofar as they do not contradict delivery conditions from the standard conditions in the German grain trade in the individual contract text or specifically agreed in the contract text.

1.) Origin and intended use

- a) Grain, that is delivered under this contract and was not explicitly sold as seed grain, must not be used as seed grain in the territory of the Federal Republic of Germany. Upon sale, the purchaser must be informed of this requirement in writing (§ 13 AWG).
- b) If the delivery of optional grain origins and grain varieties is agreed between the parties, the seller is entitled to choose.

2.) Delivery

A delivery is agreed "fob" (free on board), it means: free to water vehicle alongside ship/seller's delivery point at the discretion of the seller; "fow" (free open water) means: free to wagon/free to load (in Bremen free to load).

3.) Prices

- a) A designated price is plus VAT.
- b) If a CMA charge is due, it is taken into account in the contract price and thus refunded to the purchaser.
- c) Siding / harbour railway fees shall be borne by the purchaser. Surcharges for the acceptance of small quantities and for lorry inspections shall be paid by the purchaser if there is a separate agreement.
- d) For sales cif or cfr or from inland water courses, the price is based on normal water as well as open and unhindered shipping.
- e) For third country goods liable to a levy or duty, any depreciation allowances shall be made based on the transit import price.
- f) In the event of introduction, amendment or repeal of public duties and tariffs, e.g. ship, rail, lorry freight or cargo handling costs and other charges of any kind, the contract price shall change by the increase or decrease in costs incurred by the seller. Neither fluctuations of variable charges nor cost changes due to revaluations and devaluations and adjustments of exchange rates and levy changes will be affected by this, as long as they are based on a change of cif prices on which the levy calculation is based.
- g) After the conclusion of the contract, issued sovereign orders that impose new obligations of any kind on the seller regarding sale or delivery, shall be deemed agreed between the parties. Re-export of market regulation commodities requires our approval.

**4.) Rights and obligations**

- a) The delivery shall take place at the discretion of the seller:
- directly from inbound vehicle and / or
 - from the seller's delivery point within the usual unloading time and/or
 - from the monthly warehouse.
- b) The purchaser shall bear all costs incurred by a late acceptance for which the purchaser is responsible. With the expiry of the acceptance period, the goods shall be stored at the purchaser's expense and risk and shall be deemed definitively accepted with respect to the quality and condition, without the need for a grace period.
- c) If the goods are not approved by the local plant inspection/veterinary authority, the delivery shall take place after fumigation/sterilisation or from a later boat arrival at the discretion of the seller. If the originally agreed delivery time is exceeded as a result of this, this shall be deemed agreed and accepted.
- d) In case of fob acceptance, shipping space is to be provided by the purchaser in which any necessary fumigation/sterilisation of the goods can take place.
- e) In order to ensure as swift a handling of the business as possible and also to ensure a smooth handling of the matter itself, the purchaser must announce by whom the inspection and sampling should be conducted, no later than on submission of the shipping order / call-off; if they fail to do this, it shall be deemed a waiver of the execution of inspection, sampling and analysis. The goods shall then be deemed accepted free of defects on handover. To support the purchaser, the seller shall in their tender / fixing note repeat in writing the purchaser's obligation to announce within a designated period who should perform the inspection; in their tender, the seller shall also again remind the purchaser that a lack of information on who should perform the inspection means a waiver of the inspection, sampling and analysis and the acquisition of the goods in this respect then represents a defect-free acceptance.
- f) If the goods were fob duty paid abroad sold in the Federal Republic, the seller may also undertake customs clearance in the Federal Republic of Germany.

5.) Standard Conditions

In terms of quantities and qualities, the standard conditions in the German grain trade apply.

6.) Documentation, payment terms and additional services

- a) The seller is entitled to present so-called delivery orders instead of unloading documents.
- b) The receipt of the goods replaces the presentation of the agreed documents.
- c) Payment shall be made by the purchaser so that the seller receives the full value for the goods delivered in lossless cash payment. Payment shall then be deemed effected when the amount is credited to the account of the seller.
- d) The purchaser is not entitled to set-off counterclaims against the receivables of the seller unless they are undisputed or legally binding counterclaims. The assignment of



claims against the seller is only permitted with the consent of the seller.

- e) If exchange payment is agreed upon, bills of exchange will only be accepted on account of performance. The discount rate is to be agreed on the due date of the invoice. If such an agreement is reached, cash payment shall be made.
The acceptance of bills of exchange takes place on the condition that they are taxed and rediscountable at the Hamburg State Central Bank.
VAT charged is always to be paid in cash.
- f) If a bill of exchange is allowed for self-discount, all payments, for which the seller returns to the purchaser for self-discount bills of exchange with the signature of the seller as a drawer and endorser, shall not be considered payment of the purchase price until the purchaser has encashed these bills of exchange and the seller has been exempted from the endorser's liability.
- g) If a bill of exchange, a cheque or a direct debit is completely or partially unredeemed or another claim not paid on time, or the purchaser ceases the payments, all remaining claims of the seller against the purchaser shall automatically become due. This also applies to claims for which bills of exchange or cheques have been given.
- h) The seller is entitled to set off all their own claims against all claims of the purchaser, to which the purchaser is entitled against the seller, also for differing maturities of the claims. Agreed set off waivers do not apply in the case of suspension of payments.

7.) Default of payment

- a) In case of exceeding the payment periods, the purchaser is in default. The seller is entitled to interest on arrears from the date of the beginning of the default, in the amount customary in banking but at least in the statutory amount, and in accordance with German law.
- b) If the purchaser is in default with a payment, the seller can refuse further deliveries from other contracts until the purchaser has fulfilled their payment obligations and/or provided security or payment in advance, and in particular without the purchaser attaining the right to withdraw from the contract or to demand compensation for damages.
- c) The seller is also entitled to require the return of unpaid goods at the purchaser's expense, without this meaning a withdrawal from the contract.

8.) Contract conclusion

- a) This contract is concluded on condition of the ongoing creditworthiness of the purchaser. Unsatisfactory information, deterioration of the purchaser's assets or other circumstances becoming known after conclusion of the contract which in accordance with banking testing standards make an advance performance without security no longer reasonable, shall entitle the seller to demand advance payment or collateral security.
- b) The seller is entitled to the same rights if the purchaser is in debt in arrears with payment from other contracts.

**9.) Suspension of payment by the purchaser**

In case of suspension of payment by the purchaser or similar circumstances, the seller may at their discretion withdraw from all sales contracts concluded with the purchaser without notice or claim damages for non-performance, whereby the seller is at liberty to choose which right to exercise for each individual contract; however, the seller is only entitled to these rights if a reminder or setting of a grace period evidently can not satisfy the claims of the seller against the purchaser.

10.) Retention of title and liability

- a) The goods shall remain the seller's property until payment of all claims also in the future against the buyer and against their affiliates and subsidiaries from the mutual business connections with the seller. In case of current account operations, the retention of title acts as security for the respective balance claim.
- b) The handling or processing of goods remaining in the property of the seller is always carried out for the seller as manufacturer and on their behalf, without any liabilities arising for them as a result of this.
 - c) The seller is entitled to ownership of the new product resulting from handling or processing without regard to the timing and degree of handling or processing. In case of processing with other goods not belonging to the seller, the seller is entitled to co-ownership of the new item in proportion to the value of the reserved goods to the other processed goods at the time of processing. In the event that the purchaser notwithstanding the foregoing regulation through handling or processing acquires the (co-)ownership of the reserved goods of the seller, they hereby already assign to the seller, i.e. on conclusion of this contract, the (co-)ownership of the goods at the time of their purchase and then shall keep the goods safe for the seller: The purchaser hereby already assigns any surrender claims against third-party owners to the seller. The goods are deemed reserved goods within the context of these provisions.

In the event that the goods delivered by the seller are mixed or combined with other goods, the purchaser hereby already assigns to the seller their ownership or co-ownership rights to the mixed stock or to the new item and shall keep it safe for the seller; any surrender claims against third-party owners are hereby already assigned by the purchaser to the seller.
- d) The purchaser is entitled to resell the goods (co-)owned by the seller in proper business transactions against cash payment or under retention of title. Pledging or chattel mortgaging is forbidden. The purchaser hereby already assigns to the seller all receivables from customers to which the purchaser is entitled, regardless of whether they occur before or after the processing, mixing, etc., including all subsidiary rights, as well as any compensation claims against credit insurance. In the event that the goods are only in the ownership of the seller or are sold by the purchaser together with other goods not belonging to the seller - regardless of the condition - for a total price, the hereby completed assignment of the claim only takes place in the amount of the relevant part of the goods for which the seller has charged the purchaser.
- e) The purchaser is authorised to collect the assigned claims until further notice. Upon revocation, this right - also in case of insolvency - is passed to the seller.



The purchaser must grant the seller access to the goods at any time as well as on request of the seller identify the product as their property and provide them with all desired information.

In case of payment default, upon the request of the seller, the purchaser must indicate the subrogation to their customers. In the event that from the processing the purchaser receives bills of exchange or cheques from their customers, they hereby assign to the seller the existing corresponding bills of exchange or cheque claims against their customers, in the amount of the claim assigned to them from the resale. Ownership of the bill of exchange or cheque is hereby assigned to the seller by the purchaser. The purchaser shall keep the documents for the seller.

f) In the event of access by third parties to the goods (co-)owned by the seller or to the claims assigned to the seller, the purchaser must protect the rights to which the seller is entitled under these conditions and immediately notify them in writing/by telephone/by telex of such access.

As long as the seller owns the delivered goods, they are to be insured by the purchaser against the usual risks. The purchaser hereby assigns to the seller in advance any claims arising out of a damage event, in particular against the insurer, up to the amount of the claim of the seller.

- g) Upon request of the purchaser, the seller will release their collateral at their discretion to the extent that their realisable value exceeds the claims to be secured by more than 10%.

11.) Applicable law and court of jurisdiction

- a) The court of jurisdiction for payment actions (also for actions on cheques and bills of exchange): Ordinary Court of Hamburg.
- b) Arbitration agreements arise from the respective form contracts or the standard conditions in the grain trade, insofar as these have been made expressly on the subject matter of this agreement. If several arbitration agreements have been made on the subject matter of this contract, the seller shall be entitled to choose.

As at January 2016