

## General terms and conditions of sale and delivery

1. Sales agreements are subject to conditions in the following order of priority:
  - a) the individually agreed conditions, which are listed in the individual contract
  - b) the following General Terms and Conditions of Sale and Delivery
  - c) the form contracts that are listed in the individual contract.
2. We hereby object to the validity of any conflicting or different terms and conditions of purchase, irrespective of when we receive them.
3. Special costs: If, after conclusion of the contract, additional costs arise in connection with the purchase and/or delivery of goods, we may pass these on to the Buyer if they are caused by acts of government for which we are not responsible and the specific effects of which were generally unforeseeable in terms of the amount and timing of the additional charge.

Additional costs include, among other things, the introduction of new levies and increases in existing levies. The same shall apply in the event of an increase in freight charges for which we are not responsible and which was not foreseeable at the time of conclusion of the contract. Cost reductions due to the abolition or reduction of such charges shall have a corresponding effect in favour of the Buyer.
4. This purchase contract has been concluded under the condition of undiminished creditworthiness of the buyer. Significant deteriorations in the financial circumstances of the buyer and/or other circumstances that become known after conclusion of the contract, which make it no longer appropriate to grant credit without cover, entitle us to demand advance payments or securities on the part of the buyer. If the buyer does not comply with this demand within a reasonable period of time set by us, we shall be entitled to withdraw from all contracts or contract instalments pending settlement without setting a further period of time or to claim damages for non-performance under the statutory conditions.
5. In the event of default in payment, we may refuse further deliveries, also under other contracts, until the Buyer has fulfilled its obligations and/or provided advance payment or security, without this giving the Buyer any right to withdraw from the contract or to claim

damages. This shall not apply if the retention would be contrary to good faith due to the insignificance of the outstanding amount.

6. The unconditional crediting to our account is decisive for the timeliness of payment. Should the purchaser exceed payment deadlines, he shall be in default. In this case, we shall be entitled to interest on arrears at the statutory rate. Further claims and rights due to default remain unaffected. If we exercise a right of withdrawal to which we are entitled, we may demand the return of unpaid goods at the buyer's expense.
7. If a direct debit is not honoured in full or in part, or if any other claim is not paid on time, or if the purchaser ceases to make payments, this shall automatically result in the maturity of our remaining claims against the purchaser.
8. In the event of clerical errors or mistakes, we reserve the right to make corrections and/or contest all legal acts at the time of conclusion.
9. The goods shall remain our property until payment of all claims, including future claims, against the buyer arising from the mutual business relations with us. In the case of a current account, the retention of title shall serve as security for the respective balance claim.
10. The treatment or processing of the goods remaining in our ownership shall always be carried out for us as manufacturer and on our behalf, without any liabilities accruing to us as a result. We shall be entitled to ownership of the new item resulting from the processing or treatment, irrespective of the time and degree of processing or treatment. We also offer the buyer the transfer of ownership of the new item, whereby the transfer of ownership shall occur after payment of the last outstanding claim. In the case of processing with other goods not belonging to the buyer, we are entitled to co-ownership of the new item in proportion to the value of the reserved goods. In the event that the Buyer, notwithstanding the above provision, acquires (co-)ownership of our goods subject to retention of title through processing or treatment, he hereby transfers to us already now, i.e. upon conclusion of the contract, the (co-)ownership of the goods for the time of his acquisition and shall then keep the goods for us. The buyer hereby assigns to us any claims for restitution against third parties. The goods shall be deemed to be goods subject to retention of title within the meaning of these provisions.
11. In the event that the goods delivered by us are mixed or combined with other items, the buyer hereby assigns to us his ownership and co-ownership rights to the mixed stock or the new item and shall then keep these for us. The buyer hereby assigns to us any claims for surrender against third parties.

12. The buyer is authorized to resell the goods in our (co-)ownership in the ordinary course of business against cash payment or retention of title. He is prohibited from pledging or transferring the goods as security. All customer claims to which the buyer is entitled from the resale, irrespective of whether the same takes place before or after processing, mixing, etc., including all ancillary rights, as well as any claims for compensation against a credit insurance, shall be assigned to us by the buyer upon conclusion of the contract. In the event that goods are only co-owned by us or are sold by the Buyer together with other goods not belonging to us - irrespective of their condition - at a total price, the assignment of the claim, which has already been executed herewith, shall be in the amount of the sum which we have charged the Buyer for the part of the goods in question.
13. The buyer remains authorised to collect the assigned claims himself. However, we can revoke this authorisation if the buyer does not fulfil his contractual obligations.
14. The buyer must grant us access to the goods at all times and, at our request, identify the goods as our property and provide us with all requested information. In the event of default in payment, the buyer must notify his customers of the transfer of the claim at our request.
15. In the event of access by third parties to the goods owned or co-owned by us or to the claims assigned to us, the purchaser must safeguard our rights and notify us of such access immediately, at least in text form. He shall keep the reserved goods adequately insured against all risks from the transfer of risk. The buyer hereby assigns to us the claims arising from a case of damage, in particular against the insurers, up to the amount of our claim.
16. At the request of the purchaser, we shall release securities of our choice to the extent that their value exceeds the claims to be secured by more than 20%.
17. We shall be entitled to set-off rights without restriction to the extent provided by law.
18. The assertion of rights of set-off or retention as well as other counterclaims against our purchase price claims is excluded insofar as these are not legally established or undisputed counterclaims. This restriction does not apply to counterclaims of the buyer due to defects or the partial non-fulfilment of the contract, insofar as these defects result from the same contractual relationship as our claim.
19. If we are prevented from providing the service for reasons for which we are not responsible, for example as a result of strikes, lawful lockouts, official orders, natural disasters, the effects of pandemics and epidemics or other events of force majeure, we shall be released from the performance of the contractual obligations assumed for as long as the hindrance lasts. In the case of pandemics or epidemics, this shall also apply if these have already arisen prior to the conclusion of the contract, provided that we were neither aware of the concrete effects on

the contract leading to the impediment nor should have been aware of them if we had exercised due diligence. We undertake to inform the buyer immediately of the occurrence and the expected duration of such an event. The delivery period shall be extended by the duration of the hindrance plus a reasonable start-up phase. If such an impediment lasts longer than three months, either party shall be entitled to withdraw from the contract, but the Buyer shall only be entitled to do so after giving appropriate notice. In this case, any consideration already paid shall be refunded without delay.

20. The obligation to deliver is subject to correct and timely self-delivery. In this case we will inform the buyer immediately that the ordered goods are not available and reimburse any services already rendered without delay.
21. We are obliged to make partial deliveries to a reasonable extent.
22. We deliver in accordance with the Incoterms agreed in the individual contract in the latest version at the time of conclusion of the contract; in the absence of such an agreement, delivery shall be made carriage paid to the buyer's registered office. The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer upon handover at the latest. It is equal to the handing over if the buyer is in delay with the acceptance. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods shall pass to the buyer upon delivery of the goods to the forwarding agent, the carrier or any other person designated to carry out the shipment.
23. The warranty rights of the purchaser require that the purchaser properly inspects the delivered goods for defects in accordance with the statutory regulation in § 377 HGB (German Commercial Code) and immediately notifies any defects. The notification of defects must be made in writing.

If the Buyer has duly complied with his obligations to give notice of defects, he shall be entitled to the statutory warranty rights in the event of a defect, subject to the proviso that the choice of the type of subsequent performance shall be incumbent on us. Claims for damages shall only exist under the conditions agreed under clause 24.

Claims due to defects shall become statute-barred one year after delivery of the goods. Deviating from this, the statutory warranty period of two years shall apply to claims for damages due to intentional or grossly negligent breaches of duty or culpable injury to life, limb or health. The statutory limitation provisions in the event of supplier recourse shall remain unaffected.

24. We expressly point out that the products sold by us must be stored by the buyer in an appropriate manner. This applies in particular to molasses, vinasse and similar products, which must be stored in cleaned steel tanks with ventilation facilities. In the case of storage in IBCs, other liquid containers, barrels, bottles and similar containers, the buyer shall bear the responsibility for any resulting deterioration of the goods.
25. If the buyer asserts claims for damages based on intent or gross negligence or the culpable breach of a material contractual obligation, we shall be liable in accordance with the statutory provisions. With the exception of intentional actions by us or our representatives or vicarious agents, liability is limited to the foreseeable, typically occurring damage. This limitation shall also apply to the extent that the Buyer is entitled to claim damages in lieu of performance. Liability for culpable injury to life, limb or health, liability in the event of the assumption of a guarantee as well as mandatory statutory liability under the Product Liability Act and under § 24 LFGB shall remain unaffected. Unless otherwise stipulated above, liability is excluded.
26. Should individual conditions be or become ineffective, the legal regulation shall take their place. The validity of the remaining conditions remains unaffected.
27. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
28. Unless otherwise provided for in the contract and subject to the provision in paragraph 2 of this clause, disputes arising out of or in connection with the contract and its conclusion as well as with any further agreements made in this connection shall be settled by the Arbitration Court of the Association of Grain Traders of the Hamburg Stock Exchange e.V. (Schiedsgericht des Vereins der Getreidehändler der Hamburger Börse e.V.) to the exclusion of the ordinary courts of law.
29. We reserve the right to choose the jurisdiction of the ordinary courts instead of the arbitration court in the event of a dispute. In this case, the parties agree on the local jurisdiction of the courts at our registered office, provided that the buyer is a merchant, a legal entity under public law or a special fund under public law. In the event of an action being brought by us before the ordinary court, the arbitration agreement shall not preclude the assertion of counterclaims by the Buyer by way of set-off or counterclaim within the scope of these proceedings. Insofar as claims are asserted against us, we undertake to exercise the right of option at the request of the Buyer within five business days. After expiry of this period, the right of option shall pass to the Buyer. If the purchaser does not exercise the right of choice within five business days, the previous situation shall reappear.

For service reasons, we have translated both our Terms and Conditions of Sale and Delivery and our Terms and Conditions of Purchase and Delivery into English for our English-speaking business partners. In the event of any doubt as to the interpretation of the contents, the German text shall prevail as the sole authoritative text.

DMH Agrar GmbH  
Handweg 67  
D-21077 Hamburg  
Germany

Tel +49-40-3003937-0  
Mail [info@dmh-agrar.com](mailto:info@dmh-agrar.com)  
Web [www.dmh-agrar.com](http://www.dmh-agrar.com)