General Purchase and Take Over Conditions of BioWanze SA for EU 27 - Wheat

Version: BWZ-01-2026 | valid as of 15.08.2026

General

Only wheat which fulfills the following conditions will be accepted:
Good, healthy, dry, not moistured, commercial quality, cleaned, largely free of dust, cleaning parts/aspiration residues and living crop pests.
Only wheat may be delivered, specifying the relevant NUTS region. Delivery of wheat with standard or individual specifications is only permitted following written confirmation from the buyer.
The seller guarantees that the wheat is fully marketable in Belgium, complies with the applicable national and European legal provisions and was produced in accordance with good agricultural practice.
The wheat is not subject to any provisions on the authorization, labeling or traceability of genetically modified feed in accordance with Regulation (EC) No 1829/2003 and 1830/2003 and the EU Regulation for Geneticly modified organism.
The wheat was not subjected to irradiation.
The maximum residue levels (MRL) as specified in Regulation EC No. 396/2005 is not exceeded.
The MRLs as specified in Directive 2002/32/EC are also not exceeded.
The applicable maximum levels of undesirable substances as established in Directive 2002/32/EC are not exceeded.
The guideline values for the presence of mycotoxins in feed, as set out in Commission Recommendation 2006/576/EC, shall be complied with unless different limit values have been agreed.
For undesirable substances also specified in these purchase conditions under “Product Specification and Quality” the lower level is always the one applicable.
The wheat has not been subjected to direct drying and contains no preservatives.
Post-harvest chemical treatments for health maintenance of the wheat, e.g. for storage protection (also with parts of a lot) must be communicated to the buyer and the goods recipient in written form.
The wheat is free from material and legal defects and has in particular the condition required by these purchase and takeover conditions as well as the product specification and quality required.

Certifications

The supplier has a valid GMP+ certification at the time of delivery and the goods comply with the GMP+ requirements in the area of quality and transport. Prior to delivery, the supplier is obliged to present a corresponding certificate. The supplier is also entitled to present another certification equivalent to the GMP+ Sceme.
As the product is used also for the production of biofuel the seller and the goods supplied at the time of delivery, must provide a valid sustainability certification corresponding to an approved EU sustainability standard according to the updated EU-Directive 2018/2001 (RED III respectively renewable engergy Directive II in the actual version), for promoting the use of energy from renewable sources.
Relevant valid certificates for the agreed delivery period must be presented in copy to the buyer before the start of the delivery. If a certification is withdrawn form the seller, the supplier must inform the buyer immediately and is not entitled to deliver for the duration of the withdrawal. The seller is liable for all resulting costs and consequences.
The seller can also be made liable for damages if it turns out after the delivery that the delivered wheat is not sustainable or does not fullfill GMP+ requirements.
The buyer BioWanze SA is registered with the NTR number **BE0882664564** under the UDB.

Delivery and Receipt

Place of delivery is in general the factory of BioWanze SA (Rue Léon Charlier 11 | 4520 Wanze | Belgium). In exceptional cases the buyer is entitled to asign a different warehouse within 10 kilometers of the original storage location.
Unless otherwise agreed, the contract volume shall be delivered in approximately equal shares over the agreed delivery period.
Deliveries to the buyer are only possible using the myleo/dsc system described in more detail in the next paragraph.

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- myleo/dsc
To book the deliveries, the supplier is obliged to use our internet-based system myleo/dsc.

When booking in myleo/dsc, the seller is required to provide the following information for the delivered product:

- Specification of harvest year according to the EU grain year
- Country of origin and last storage location before delivery to BioWanze
- Specification of the regional NUTS2-Value for sustainability
- In the case of incorrect information, requiring an alteration after delivery, we reserve the right to charge an administrative fee of € 35 per transaction.

After the delivery the seller can see the quantities and analysis values determined at delivery in myleo/dsc.

- Delivery by Truck (Call)
The seller is assigned a weekly call quantity. Afterwards the booking in the myleo/dsc -system is possible. The seller is responsible for the booking and the adherence to the binding delivery dates.
In general, the seller is obliged to inform the logistics department of the plant about non-fulfillment or postponement of delivery dates.
The seller is obliged to submit a duly completed delivery note to the grain laboratory before sampling of the truck. The delivery note must enable a clear traceability of the goods.
The delivery can only be done with backward tipping trucks.
At the point of delivery, compliance with GMP+ requirements in terms of transport and product quality is regularly checked.
Persons entering or driving on the premises are obliged to follow the safety and hygiene regulations and the instructions of the personnel of the factory. The regulations are visible at the factory gate.
The truck acceptance times result from the quantity release by the buyer in myleo/dsc. Demurrage will only be granted if the buyer is culpably responsible for a delay in acceptance and the seller has arrived within his originally booked time window in myleo/dsc.

- Delivery by Ship
Delivery dates by ship have to be agreed with and confirmed in written form by the logistic department of the buyer. For ships the booking in myleo/dsc will be done by the logistic department of the buyer. The reference of the sustainability certificate has to be mentioned on the nomination of the ship.
The minimum quantity of a ship delivery has to be 1.000 mt unless otherwise agreed and confirmed in written form.
Discharging times for ships are from Monday to Friday between 7:00 am and 09:00 pm.
Following discharge terms are agreed:

- Ship less than 1.000 mt — one day of announcement and 1 discharge day
- Ship between 1.000 mt - 2.000 mt — one day of announcement and 2 discharge days
- Ship of more than 2.000 mt — one day of announcement and 2,5 discharge days

The order of discharge is determined by the buyer.
Demurrage will only be accepted if the buyer is culpably responsible for the delay in discharge and if the seller has arrived on the agreed ETA.
The charterer and the ship has to be certified according to GMP+ or an equivalent standard which is recognized by GMP+.

<u>Impediments to Fulfilment</u>
Technical defects at the production plant of the buyer, which make its operation impossible, are explicitly an impediment to fulfilment in addition to definitions of the underlying formular contract.

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Sample Taking

Truck deliveries will be sampled and analysed before discharge. From each truck 2 average samples are taken.
Ship deliveries will be sampled prior to discharge and generally inspected on visible damages before discharge. If any significant deviation with view to the agreed specifications is detected, the supplier will be informed. During discharge two average samples are taken by a sampling installation.
One sample will be analysed for the final quality of the delivered goods. The other sample will be stored for traceability and as retention sample for 12 months.
The supplier has the right to order a supervision agent on his account, who can execute a common control and sampling of the delivery with the personal of the buyer. In this case both parties will receive a sealed sample.

Analyses

The analysis at the place of delivery are executed in the in-house laboratory of the buyer. Only defined analysis methods are used to determine the quality parameters.
If the buyer identifies deviations of the specified limits by own analyses at an external laboratory, the seller may initiate an arbitration analysis within 5 working days. This also applies to the quality assessments of the buyer at the time of delivery.
If the seller requests an arbitration analysis, the retention sample will be divided and sent to the arbitration laboratory on account of the seller. The seller has the right to monitor the separation of the sample.
In these cases, an accredited laboratory will be appointed for the relevant Parameter as the arbitration laboratory, depending on the parameter in question. If the arbitration laboratory determines different values, the mean of the two results is binding.

Quantity Margins

Unless otherwise agreed, the contractually agreed quantity is defined as miniumum and maximum quantity, respectively.

- Delivery by Truck

- With a remaining quantity of <15 mt delivery and acceptance are not required.
- With a remaining quantity of > 15 mt delivery and acceptance are required.

- Delivery by Ship

If a quantity option (+/- x %) is agreed the seller has to inform the buyer if he is using the quantity option before the month of delivery starts. If the buyer is not informed the min./max. quantity will be applied. The margin can only be applied per month on the agreed monthly delivery rate and becomes void if not used.

Weight

The weight determined on the calibrated scales of the buyer is binding. Unloaded weights and analysis data are available in the myleo/dsc system immediately after delivery of the goods.

- Delivery by Truck

The determined analysis data as well as the weight are documented on the weighing slip, which every truck receives on leaving the weighing platform at the exit.

- Delivery by Ship

The seller receives a discharge report after unloading of the vessel. Unless the discharge report is objected within 5 working days after receival, the stated data is considered final. The unloaded weight stated on the final billing, send by the buyer, is the only applicable final weight which is relevant for payment.

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Payment
Unless otherwise agreed, the payment of the goods takes place within 14 days after delivery by credit note procedure including possible quality deductions. Credit notes will be send by email.
Payments are made exclusively to the bank details filed with the buyer. If these data change, the seller is obligated to inform the buyer in good time.
In the event of a subsequent change of credit notes due to incorrect information provided by the seller or one of his agents, a processing fee of € 35 per changed delivery will be charged for the additional administrative costs.

Unless otherwise agreed, the payment will be effected as follows:
Truck delivery: credits will be paid within 15 days after delivery
Ship delivery: credit will be paid within 48 hours after delivery

Frame Contracts
The pricing of frame contracts is done by mutual agreement on the screen at the bid price or against actuals. At the latest on the date specified in the frame contract. In general at least 500 mt have to be priced. The supplementary terms and conditions governing the finalisation of framework contracts, in their current version, shall apply.

Ranking of Contract Documents
If the individual contract documents contradict each other, the following order of priority is determined for their validity:

1. General Purchase and Take Over Conditions of BioWanze SA for Grain and subsequently:
2. Written confirmation of the individual trade by the buyer or a broker authorized by the buyer.
3. The agreed formula contract (e.g. Antwerp, DNV7)
4. Supplier code of conduct
   https://www.suedzuckergroup.com/en/company/profile/code-of-conduct

Written confirmation of individual contracts is provided digitally. The digital contract confirmation sent by the buyer is binding. Contract confirmations from the seller are generally not accepted but are purely for information purposes. General sales conditions of the seller are not relevant, even if the buyer does not expressly contradicts them.
Collateral agreements, changes and additions to the delivery agreements must be made in writing and require the written confirmation of the buyer for their effectiveness. This applies in particular to changes in delivery dates or quantities.

Place of Jurisdication
For all disputes arising out of or in connection with the purchase of EU 27 grain by BioWanze SA, the arbitral tribunal of Antwerp is agreed if the grain was traded according to the Antwerp formula contracts. For all other formula contracts the arbitral tribunal of the Grain Traders Association of the Hamburg Exchange e.V. (Hamburg) is considered agreed under their rules of arbitration.
In any case of dispute, only these, english version of General Purchase and Take Over Conditions of BioWanze SA for EU 27 – Wheat are applicable.

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Product Specification and Quality
Product name: **WHEAT**

*Please watch out, we do not buy Food-, Feed-, A-, B-, or C-Wheat, we are only buying Wheat according to our Specification below.

The basic quality listed in the table bleow, as well as the respective deduction and refusal agreements apply.
Regulation (EC) No 687/2008 Annex II continues to apply to the definition of individual quality parameters.
If the buyer detects e.g. in the context of harvest screening, an increased burden of undesirable substances in certain regions/ countries, the seller is informed about additional requirements with a supplier information.

Parameter	Winter-Wheat* Basic quality	Method	Deductions/Refusal	
Natural weight (kg/hl)	basis 72	NIR	71 – 69 < 69	deduction 1 : 1,5% rejection
Moisture (%)	basis 15,0	NIR	15,1 – 16,0 > 16,0	deduction 1 : 1,5% rejection
Protein (%)	min. 10,0	NIR	< 10,0	rejection
Small-/broken grains (%)	basis 7,0	sample cleaner	7,1 – 10,0 > 10,0	deduction 1 : 0,5% rejection
Starch (OS) (%)	basis 58,0	NIR	< 55,0	rejection
Sprouted grains (%)	basis 5,0	visual/counting	5,1 – 10,0 > 10,0	deduction 1 : 1 rejection
Impurities (%)	max. 2,0	sample cleaner	2,1 – 4,0 > 4,0	deduction 1 : 1,5 rejection
Ergot (g/100g)	max. 0,02	visual	> 0,02	rejection
DON (Deoxynivalenol) (mg/kg)	max. 1,0	strip test (internal)/ LC-MS/MS (external)	> 1,0	rejection
ZEA (Zearalenone) (mg/kg)	max. 0,05		> 0,05	rejection
OTA (Ochratoxin A) (mg/kg)	max. 0,005	LC-MS/MS (external)	> 0,005	complaint
Sum of Aflatoxin B_1, B_2, G_1, G_2 (mg/kg)	max. 0,004	LC-MS/MS (external)	> 0,004	complaint
Cadmium (mg/kg)	max 0,10	accr. laboratory for grain	> 0,10	complaint
Lead (mg/kg)	max. 0,20	accr. laboratory for grain	> 0,20	complaint
Nickel (mg/kg)	max. 0,80	Accr. Laboratory for grain	> 0,80	complaint
T-2/HT-2-Toxin (mg/kg)	max. 0,50	Accr. Laboratory for grain	> 0,50	complaint

*For the purposes of these terms and conditions, 'winter wheat' means wheat that was sown by 31 December of the previous year.

Wanze, 15. Aug 2026 BioWanze SA

08.2025
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