

General Purchase and Take Over Conditions of BioWanze SA for EU-28 Grain

Version: BWZ-03-2019 | valid as of 01.03.2019

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.

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.

The wheat was not subjected to irradiation.

The maximum residue levels laid down in Regulation (EC) No 396/2005 for wheat are not exceeded.

The applicable maximum levels of undesirable substances as established in Directive 2002/32/EC are not exceeded. 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

At the time of delivery, the wheat has the GMP+ status in accordance with the GMP+ FSA module. The seller and its subcontractors must be certified at the time of delivery in accordance with GMP+ or another GMP+ recognized quality assurance system, as amended. As the product is used also for the production of biofuel, the seller and the goods supplied must have a corresponding valid sustainability certification at the time of delivery, according to Article 17 of Directive 2009/28/EC on the promotion of the use of energy from renewable sources.

Relevant valid certificates for the agreed delivery period must be presented to the buyer before the start of the delivery in copy. If a certification is withdrawn from the seller, he must inform the buyer immediately and is not entitled to deliver for the duration of the withdrawal.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 have the GMP+ status in accordance with the GMP+ FSA module.

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 assign 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 TiLog/TSM system described in more detail in the next paragraph.

- TiLog/TSM

To book the deliveries, an internet-based system is used. It is required that the seller signs a user agreement with the platform operator. The first contact is made by the buyer. Each booking is subject to a charge for buyer and seller. The costs are based on the fee regulation of the platform operator.

When booking in TSM/TiLog, the seller is required to provide the following information:

- Specification of harvest year according to the EU grain year
- Specification of country of origin
- Information regarding sustainability (certificate, partial default value or specific value (NUTS2-value))

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 TiLog/TSM.

- Delivery by Truck (Call)

The seller is assigned a weekly call quantity. Afterwards the booking in the TiLog/TSM-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.

Compliance with GMP+ requirements is regularly monitored at the place of delivery

Persons entering or driving on the premises are obliged to comply with 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 TiLog/TSM. 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 TiLog/TSM.

- 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 TSM 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+.

Impediments to Fulfilment

Technical defects at the production plant of the buyer, which make their operation impossible, are explicitly an impediment to fulfilment in addition to definitions of the underlying formular contract.

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 delivery takes place in the in-house laboratory of the buyer. Only defined analysis methods are used to determine the quality parameters.

If the buyer has analyses carried out at an external laboratory that determine an exceedance of the specified limits, 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 division of the sample.

In these cases, TLR international laboratories or Primoris Belgium are defined as the arbitration laboratories, 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 min./max. quantity.

- 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 TiLog/TSM 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 receipt, the stated data is considered final. The unloaded weight stated on the final billing, sent by the buyer, is the only applicable final weight which is relevant for payment.

Payment

Invoices have to be addressed to

BioWanze SA
Accounting Department
Aandorenstraat 1
3300 Tienen
Belgium
VAT: BE0882 664 564

Invoices can be sent by email to ap@biowanze.be – in this case each invoice needs to be scanned separately.

Unless otherwise agreed, the payment will be effected as follows:

Truck delivery: invoices will be paid within 15 days after delivery, if presented in time.

Ship delivery: cash against documents (CAD) within 48h (two days) after presentation of a full set of the following documents:

- clean Bill of Lading
- certificate of insurance
- LCI
- guarantee for freight payment and/or insurance if agreed

or against invoice after delivery

The documents and invoice have to be presented to:

BioWanze SA
Logistic department
Rue Leon Charlier 11
4520 Wanze
Belgium
Fax: +32(0)85 410 680

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.

Ranking of Contract Documents

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

1. Written confirmation of the individual trade by the buyer or a broker authorized by the buyer.
2. General Purchase and Take Over Conditions of BioWanze SA for EU-28 Grain and subsequently:
3. The agreed formula contract (e.g. Antwerp, DNV7)

The written contract confirmation of the individual trade must always be signed by the seller and returned. The request for signature and return is not a request for a new contract, but serves solely for the mutual documentation of the agreed legal transaction.

The validity of the contract remains unaffected even if the seller does not return the written confirmation countersigned.

General sales conditions of the seller are not recognized, even if the buyer does not expressly contradict 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 Jurisdiction

For all disputes arising out of or in connection with the purchase of EU-28 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.

Product Specification and Quality

Product name: **WHEAT**

The basic qualities listed in the table 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	Wheat Basic quality	Method	Deductions/Refusal	
Natural weight (kg/hl)	basis 72	NIR	71 - 69 < 69	deduction 1 : 1,5 refusal
Moisture (%)	basis 15,0	NIR	15,1 - 16,0 > 16,0	deduction 1 : 1,5 refusal
Protein (%)	min. 10,0	NIR	< 10,0	refusal
Small-/broken grains (%)	basis 7,0	sample cleaner	7,1 - 10,0 > 10,0	deduction 1 : 0,5 refusal
Starch (OS) (%)	basis 58,0	NIR	< 55,0	refusal
Sprouted grains (%)	basis 5,0	visual/counting	5,1 - 10,0 > 10,0	deduction 1 : 1 refusal
Impurities (%)	max. 2,0	sample cleaner	2,1 - 4,0 > 4,0	deduction 1 : 1,5 refusal
Ergot (g/100g)	max. 0,05	visual	> 0,05	refusal
DON (Deoxynivalenol) (mg/kg)	max. 1,25	strip test (internal)/ LC-MS/MS (external)	> 1,25	refusal
ZEA (Zearalenone) (mg/kg)	max. 0,05		> 0,05	refusal
OTA (Ochratoxin A) (mg/kg)	max. 0,005	LC-MS/MS (external)	> 0,005	refusal
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 0,2	accr. laboratory for grain	> 0,2	complaint
Lead (mg/kg)	max. 0,2	accr. laboratory for grain	> 0,2	complaint