

Buyer:

Bunge Polska Sp. z o.o.
ul. Niepodległości 42
88-150 Kruszwica

KRS No. 0000228312 District Court in Bydgoszcz,
 XIII Commercial Division,
 The share capital of PLN 321.914.400,00, fully paid up
 Tax Id. No. [NIP] 556 253 46 95, REGON 340000206, BDO 000010476,
 represented by:

XXX

Seller's No. in the Buyer's IT system: **xxx**

Seller:

KRS No. District Court
 Share capital
 Tax Id. No. [NIP]
 Phone: Fax:
 e-mail:
 represented by:

1. COMMODITY

Rapeseed produced from seed material of non-genetically modified varieties, registered in the Common Catalogue of Agricultural Varieties (CCA), double improved "00", not subject to the labelling requirements under Regulation (EC) No 1829/2003 of the European Parliament and of the Council of 22 September 2003 and Regulation (EC) No 1830/2003 of the European Parliament and of the Council of 22 September 2003, **from the XXX harvest**, with the parameters specified in section 4 of the contract and in §2 section 1 of the GTC, of **xxx** origin. The commodity will be guaranteed to be sustainable in accordance with the sustainability criteria set out in Article 29 (2) to Article 29 (5) of the DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (EU) 2018/2001 of 11 December 2018 on the promotion of the use of energy from renewable sources (OJ.EU.L.2018.328.82) (the "Directive") and will be certified under voluntary schemes recognized in accordance with Article 30 (4) of the "Directive", with a value of **XXX**

2. QUANTITY

xxx tonnes ± **xxx%** in the Seller's option. Surplus in excess of **xxx%** will be valued at the price binding at the Buyer's at the delivery date and taking into account other provisions of the contract, to which the Seller hereby grants their consent.

3. PRICE

xxx PLN net per tonne with the terms of delivery as described in section 7 of the contract, with the parameters as in section 4 of the contract. The price shall be increased by the tax on goods and services (VAT) at the applicable rate.

4. RAPESEED PARAMETERS

Moisture 9.0%, impurities 2.0%, erucic acid content up to 2.0%, oil content min. 40.0%, free fatty acid content up to 2.0%.

5. BONUSSES AND DEDUCTIONS

In the event of supplying rapeseed with parameters other than those specified in section 4, the following bonuses and deductions shall be applied:

moisture	of 5.0-5.9%,	no bonus;
moisture	of 6.0- 8.9%,	for each 0.1%, a bonus of 0.05% of the net price;
impurities	of 0.0- 1.9%,	for each 0.1%, a bonus of 0.05% of the net price;
impurities	of 2.1- 4.0%,	for each 0.1%, a deduction of 0.1% of the net price;
erucic acid	of above 2.0%,	for each 0.1%, a deduction of 0.25% of the net price;
oil content	of less than 40.0%,	for each 0.1%, a deduction of 0.15% of the net price;
free fatty acids	of above 2.0%,	for each 0.1%, a deduction of 0.25% of the net price.

The Buyer may decide to accept the rapeseed with the moisture content of above 9.0%, up to max. 10.0% of moisture, using deductions from the price for each additional 0.1% of moisture above 9.0% in the amount of 0.15% of the net price and impurities above 4.0%, up to max. 6.0%, using deductions from the price for each 0.1% above 4.0% in the amount of 0.2% of the net price, to which the Seller hereby grants their consent. The conditions of refusal to accept rapeseed have been defined in the GTCP.

6. DELIVERY DATE

7. TERMS OF DELIVERY

The delivery shall be made by the Seller's road transport, at their expense and risk, to the Buyer's warehouse in **xxx**. The delivery shall be possible only on the basis of the schedule of deliveries sent by the Buyer by e-mail at least two days before starting the deliveries. The Seller shall be obliged to confirm the schedule by e-mail, to the address from which they received it, or to agree to change it. The Buyer shall not be liable for the cost of cars awaiting unloading.

8. TERMS OF SETTLEMENT

Quantity determined on the Buyer's scales, quality specified by the Buyer in accordance with §2 sections 3-6 of the GTCP. Oil content shall be determined in each delivery at the Buyer's laboratory.

9. PAYMENT

By bank transfer within **xxx** days in accordance with §4 of the **GTCP**, to the Seller's bank account No. **xxx**
 Bank name **xxx**

10. FINAL PROVISIONS

- 1) This contract is not a cultivation contract, which means that rapeseed does not have to be produced by the Seller and the Seller may not rely on the impossibility of proper performance of the contract due to circumstances relating to their farm as a producer. The parties hereby unanimously declare that the signing of this contract commits both parties to its execution regardless of any changes in market conditions.
- 2) The detailed terms and conditions for the purchase of rapeseed are set out in this contract and in the "General terms and conditions of purchase of rapeseed used by Bunge Polska Sp. z o. o. with its registered office in Kruszwica" of 01 December 2021 (hereinafter referred to as the GTCP), which constitute an integral part of the contract. If the Seller also uses their own general terms and conditions or standard contracts, only the Buyer's GTCP shall apply to this contract.
- 3) The Seller hereby represents that, prior to the conclusion of the contract, they received from the Buyer the GTCP, are familiar with them and accept their contents. They also grant their consent to use the Instruction for the Qualitative Assessment of Rapeseed, which is available on the website <http://www.bunge.pl/>, and represent that they made familiar with it prior to signing the contract. The Parties hereby agree that a change to the Instruction caused by any amendments to regulations determining the quality of rapeseed shall not require changes to the terms of this contract, and may be implemented unilaterally by the Buyer.
- 4) In the event of any discrepancies or inconsistency between the content of the contract and the Buyer's GTCP, the contract shall prevail.
- 5) The Parties hereby agree that the person who delivers rapeseed to the Buyer shall be each time considered as the Seller's representative referred to in the GTCP.
- 6) The Seller hereby represents that the rapeseed comes from fields sown with certified seed material and was produced in accordance with the application of the principles laid down in the Act of 8 March 2013 on plant protection products (Journal of Laws of 2018.1310 - consolidated text, i.e. as amended) and the Ordinance of the Minister of Agriculture and Rural Development of 18 April 2013 on the requirements of integrated plant protection products (Journal of Laws of 2013.505), and that it meets the requirements contained in the following regulations:
 - a) (EC) Regulation No. 178/2002 of the European Parliament and of the Council of 28 January 2002 laying down the general principles and requirements of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety (OJ L.2002.31.1 as amended).
 - b) (EU) Commission Regulation No. 835/2011 of 19 August 2011 amending (EC) Regulation No. 1881/2006 as regards the maximum levels for polycyclic aromatic hydrocarbons in foodstuffs (OJ L2011.215.4).
 - c) (EC) Regulation No. 396/2005 of the European Parliament and of the Council of 23 February 2005 on maximum permissible residue levels of pesticides in food and feed of plant and animal origin, and on their surface, amending Council Directive No. 91/414/EEC (OJ L.2005.70.1, as amended)
 - d) (EC) Commission Regulation No. 1881/2006 of 19 December 2006 setting maximum levels for certain contaminants in foodstuffs (OJ L.2006.364.5 as amended).
 - e) ordinance of the Minister of Agriculture and Rural Development of 6 February 2012 on undesirable substances in animal feed (Journal of Laws of 2014, item 206 - consolidated text, as amended).
- 7) The Seller hereby declares that they meet the requirements imposed by (EC) Regulation No. 183/2005 of the European Parliament and of the Council of 12 January 2005 laying down requirements for feed hygiene (OJ L.2005.35.1 as amended) and appear in the register maintained by the Main Veterinary Inspectorate.
- 8) The Buyer shall process the personal data of the Seller as the data controller mainly for the purpose of implementing this contractual relationship and for the legitimate interests of the data controller. For further information on how data subjects can exercise their rights and for further information on the Buyer's practices in the field of data protection, please read the Information on the Protection of Customer/Supplier Data in the EU at: <https://bunge.pl/en/rodo/>
- 9) The Buyer hereby represents that it is a large entrepreneur within the meaning of Art. 4 paragraph 6 of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.
- 10) The contract and the legal relations arising between the parties on its basis shall be governed by Polish law. Any disputes arising between the parties shall be settled by a competent court of general jurisdiction in Bydgoszcz.
- 11) The contract is concluded for the duration of fulfilment of the Parties' obligations arising therefrom. The contract may be terminated as a result of concurring declarations of will of both parties, expressed in writing to be valid. Upon the conclusion of the contract, any amendments thereto must be in writing to be valid. This contract was drawn up in two identical copies, one for each party.