

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF RAPESEED  
USED BY BUNGE POLSKA SP. Z O. O. WITH ITS REGISTERED OFFICE IN KRUSZWICA, ADOPTED ON 01 DECEMBER 2021**

**§ 1 GENERAL PROVISIONS**

The provisions of the General Terms and Conditions of Purchase of Rapeseed in force at Bunge Polska Sp. z o. o. with its registered office in Kruszwica (hereinafter referred to as: the GTCP) shall be an integral part of any contract of sale of rapeseed (hereinafter referred to as: "the contract") concluded between Bunge Polska Sp. z o. o. as the buyer (hereinafter referred to as: "the Buyer"), and a seller of such seeds (hereinafter referred to as: "the Seller"), unless the concluded contract provides otherwise.

**§ 2 QUALITY, RAPESEED QUALITY ASSESSMENT, COMPLAINTS**

1. Regardless of the conditions specified in the contract, rapeseed should meet the following requirements:
  - 1) ripe, healthy, glossy, with the right odour,
  - 2) without live or dead storage pests,
  - 3) free from allergens,
  - 4) content of glucosinolates up to 25 µM/gsmb,
  - 5) content of benzo(a)pyrene in the oil of max. 2.0 µg/kg (ppb),
  - 6) content of the sum of benzo(a)pyrene, benz(a)anthracene, benzo(b)fluoranthene and chrysene in the oil of max. 10.0 µg/kg (ppb),
  - 7) free from residual pesticides.
2. The Buyer shall refuse to receive/accept a supply of rapeseed in the event of any of the following cases:
  - 1) rapeseed from the country of origin different than that indicated in the contract,
  - 2) moisture content above 9.0%, or below 5.0%,
  - 3) impurities content above 4.0%,
  - 4) strange odour (chemical, burnt, musty, mouldy),
  - 5) mouldy seeds above 0.4%,
  - 6) seeds carbonized on the inside above 1.0%,
  - 7) sprouting seeds above 5.0%,
  - 8) seeds of cleavers (Galium aparine) above 2.0% of weight of a batch,
  - 9) live mites and/or other pests,
  - 10) dead mites and/or other dead pests above than 20 pcs/kg of seeds,
  - 11) genetically modified seeds in a range >0.1% - <0.9% subject to the provisions of item 8,
  - 12) genetically modified seeds above 0.9%,
  - 13) exceeded phosphine limits set out in the Ordinance of the Minister of Family, Labour and Social Policy of 12 June 2018 on the maximum allowable concentrations and intensity of harmful factors in the work environment (Journal of Laws 2018.1286 of 03 July 2018).
3. The quality of rapeseed shall be determined at the Buyer's laboratories in Brzeg or in Kruszwica, or at a laboratory acting as commissioned by the Buyer, according to "Instruction for the quality assessment of rapeseed" - with the proviso that the test will not be continued in the event of finding, upon sampling, the presence of live mites and/or other pests and/or a chemical odour caused by the fumigation of the commodity and/or exceeding the phosphine limit.
4. The Seller or his representative can be present during evaluation of the delivered rapeseed quality, following prior arrangement with the Buyer's representative; to do so, before any such delivery, the Seller should notify its arrival to the email address from which he received the delivery schedule.
5. The Buyer shall provide a duplicate which will be the basis of any possible quality complaint. The Buyer shall not provide the Buyer with a duplicate of the samples taken.
6. In the case of finding in a supply live pests or other pests, and/or a chemical odour caused by fumigation and/or exceeding the phosphine limits, a duplicate of the sample taken will not be provided. In such a situation, the complaint procedure referred to in section 10 below shall be precluded.

The results of the quality assessment and weight of a supply shall be sent to the Seller without undue delay by fax or by electronic means of communication, with the exception of erucic acid and the parameters specified in §2, subparagraph 1. items 5-7, which will be provided to the Buyer within 30 days as of the date of delivery. Each time the presence of GMO within a range > 0.1% < 0.9% is detected in a delivery of rapeseed, the Seller shall be obliged to provide the Buyer with evidence that the presence of GMO material is accidental and/or technically unavoidable. Such evidence shall be submitted no later than 2 days from the date of handing over the results of the qualitative assessment to the Seller. If the Seller fails to prove that the presence of GMO material was accidental or technically unavoidable within the indicated time limit, the Buyer will refuse to accept delivery of rapeseed. In the event of refusal to accept the rapeseed for the reasons specified in items 2 and 8 above, the Buyer will draw up a report of refusal to accept, stating the reason for the refusal, and provide it to the Seller or to the Seller's representative.
10. In the event of challenging the results of the Buyer's laboratory analysis, the Seller shall, within 7 days of receipt of the results, indicate in writing the challenged analyses by completing the quality complaint form (attached to the Instruction for the Qualitative Assessment of Rapeseed – to be downloaded from the website <http://www.bunge.pl/>). The results of a joint arbitration analysis or an analysis carried out by an independent accredited laboratory in Poland specified in the complaint form shall be binding on the parties. The costs of such an analysis and the costs of sending samples to the laboratory shall be borne by the losing party.

**§ 3 DELIVERY OF SEEDS**

1. The means of transport used for transporting seeds should be tight, clean, dry, odorless and should protect the seeds from contamination, from mixing with GM seeds/grains. The cleaning and washing programme should be effective and appropriate to the characteristics of the previously transported commodity. Previous loads must not compromise the quality of the rapeseed. The driver should have a confirmation of washing/cleaning of the means of transport and a record of previously transported loads. The supplier of rapeseed by rail transport is obliged to send, together with the waybill, a wagon Cleanliness Inspection Report (LCI Report) and a list of the last three loadings with details of each wagon.
2. The Seller shall be required to use the means of transport technically efficient with no sign of leakage of hydraulic oil, with the height of the trailer up to 3.8 m, depth of the chest up to 2.4 m. The permissible gross weight of the vehicle delivering the commodity shall be up to max. 40 tonnes. For deliveries by rail transport, the

requirements will be provided by the Buyer in the "Technical and Organizational Conditions".

3. Upon the delivery, the Seller, or their representative, shall be obliged to have a goods delivery note (GDN), which states: the Seller's name, the Buyer's name, the specification of commodity, weight, the Seller's number in the Buyer's IT system, the contract number, the country of origin of rapeseed, vehicle registration number, and PIN notification number (applies to deliveries to the warehouse in Kruszwica). For deliveries by rail, these data should be provided in the consignment note (CIM).
4. In the case of means of transport organized by the Buyer, the Seller shall be obliged to load full truck loads, check the cleanliness of a vehicle prior to loading and to provide the carrier with a goods delivery note including the data referred to in section 3 above.
5. Drivers are required to comply with the rules binding upon drivers entering the area of the place of delivery, which will be sent together with the delivery schedule.
6. In case of breach of any of the conditions mentioned in the above sections of this paragraph, the Buyer may refuse to accept a delivery of rapeseed.
7. If the object of a contract of sale is rapeseed meeting the criteria of Sustainable Development, the Seller shall be obliged to provide the Buyer with:
  - 1) a copy of a certificate of an accredited body or a current Self-declaration of an agricultural producer in respect of sustainable biomass production.
  - 2) a Proof of Delivery including the values of greenhouse gas (GHG) emissions relevant to the supplied rapeseed or a proof of delivery confirming that the rape seeds are ISCC Compliant. The Proof of Delivery concerns the seeds that were not produced by the Seller. If the Proof of Delivery specifies a different value of the greenhouse gas emissions than that specified in the contract, the Buyer shall apply the value specified in the Proof of Delivery. The Seller shall be obligated to provide the Proof of Delivery together with the invoice, and it will concern the batch and the quantity of rapeseed specified in the invoice.

**§ 4 PAYMENT**

1. For VAT invoices, the payment period runs from the date of receipt by the Buyer of a properly issued VAT invoice, the original contract signed by the Seller and the documents referred to in §3 section 7 of the GTCP. A properly issued VAT invoice, regardless of all legal requirements, must also contain data identifying the delivery, i.e. the Seller's number in the Buyer's IT system, the contract number, the quantity of rapeseed delivered to the Buyer, a specification of deliveries according to goods received notes.
2. For VAT RR invoices, the payment period runs from the date of receipt by the Buyer of a properly issued VAT RR invoice, the original contract signed by the Seller and the declaration referred to in §3, section 7, subsection 1 of the GTCP).
3. The period of payment is counted from the date on which the documents referred to in points 1 and 2 above were delivered to the Buyer: electronic VAT invoices to the e-mail address: [bea.invoice.kru@bunge.com](mailto:bea.invoice.kru@bunge.com), paper VAT and VAT RR invoices to the following address: Bunge Polska Sp. z o.o. , 88-150 Kruszwica, ul. Niepodległości 42.
4. The date of effecting the payment of the amount due shall be the date of debiting the Buyer's bank account.
5. In the case of an adjustment of the purchase price of rapeseed in accordance with the provisions of the contract and/or the GTCP, the Seller shall be obliged to immediately issue an appropriate correction of the VAT invoice or to return the signed correction of the VAT RR invoice and to refund any overpayment of the price immediately.

**§ 5 LIABILITY AND CONTRACTUAL PENALTIES**

1. In the event of failure to deliver rape seeds in the quantity specified in the contract, the Seller shall pay the Buyer a contractual penalty in the amount of 20% of the gross value of undelivered nominal quantity (without tolerance). The same contractual penalty shall be paid by the Buyer to the Seller in the event of failure to collect the rapeseed. The parties shall have the right to claim damages exceeding the amount of the stipulated contractual penalty.
2. Upon finding in the oil of the supplied seeds an excess of benzo(a)pyran above 2.0 µg/kg of oil (ppb) or the sum of benzo(a)pyrene, benz(a)anthracene, benzo(b)fluoranthene and chrysene above 10.0 µg/kg of oil (ppb), or residual pesticides, the Buyer shall calculate and charge the Seller with a contractual penalty in the amount of PLN 50.00 for exceeding each of the aforementioned limits, for each tonne of the rapeseed in the batch covered by the determination and issue a debit note within 30 days of receipt of the rapeseed. The Seller shall cover the cost of the analysis to determine this parameter. The Seller shall pay these amounts due within 14 days as of the date of issue of the debit note and within 14 days as of the date of the invoice issued for the cost of the analysis.
3. The costs and risk of transportation of rapeseed returned to the Seller due to deviations from the conditions specified in §2, 2 of the GTCP, and with regard to the title specified in §3, section 6 of the GTCP shall be borne by the Seller.
4. Neither Party shall be liable if they have not performed their obligations, or performed improperly, as a result of force majeure. The Party that is unable to meet its obligations due to force majeure shall be obliged to notify the other Party of this fact immediately, but not later than within 7 days of the moment at which the occurrence of force majeure ceased. The failure to comply with this requirement shall result in the loss of the right to invoke force majeure.

**§ 6 FINAL PROVISIONS**

1. The Seller may not, without the Buyer's prior written consent, transfer any claim arising from the concluded contract to a third party (transfer). In the case of obtaining such a consent, the agreement to transfer a claim not taking into account the conditions of the granted consent shall be invalid.
2. The Parties hereby undertake, at the time of its duration and after its termination, not to transfer to third parties any commercial information, which they will receive from the other party. Commercial information shall be construed by the Parties as all the information covered by the content of the contract, the GTCP, appendices, and in particular information about the quantity of the purchased rapeseed and the applied prices.

I hereby accept the above terms and conditions .....  
(the Seller's signature and stamp in accordance with the rules of representation)